



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

सोमवार, 30 मई, 2022 / 9 ज्येष्ठ, 1944

हिमाचल प्रदेश सरकार

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

Dated, the 12th May, 2022

No. Shram (A) 3-8/2021 (Awards) L.C. Shimla.—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to

order the publication of awards of the following cases announced by the Presiding Officer, Labour Court, Shimla on the website of the Department of Labour & Employment Government of Himachal Pradesh:—

Sl. No	Case No.	Petitioner	Respondent	Date of Award/ Order
1.	Ref. 67/2019	Sh. Neeraj Kumar	M/s Apex Logistics & Anr	04-03-2022
2.	Ref. 68/2019	Sh. Bharat Raj	M/s Apex Logistics & Anr	04-03-2022
3.	Ref. 12/2021	Sh. Ajay Kumar	M/s Ion Health Care (P) Ltd.	15-03-2022
4.	Ref. 47/2021	Smt. Annu Devi	M/s Wildcraft India (P) Ltd.	15-03-2022
5.	Ref. 48/2021	Smt. Kiran Sharma	M/s Wildcraft India (P) Ltd.	15-03-2022
6.	Ref. 77/2018	Sh. Pardeep Kumar	M/s Astral Poly Technik Ltd.	16-03-2022
7.	Ref. 108/2018	Sh. Rodu Ram	M/s Astral Poly Technik Ltd.	16-03-2022
8.	Ref. 106/2018	Sh. Banwari Lal	M/s Astral Poly Technik Ltd.	16-03-2022
9.	Ref. 169/2018	Sh. Vipin Chand	M/s Indo Farm Equipment Ltd.	16-03-2022
10.	Ref. 166/2017	Sh. Sant Ram	M/s Nagra & Nagra Associate	19-03-2022
11.	Ref. 170/2017	Sh. Lalit	M/s Nagra & Nagra Associate	19-03-2022
12.	Ref. 171/2017	Sh. Mukesh Kumar	M/s Nagra & Nagra Associate	19-03-2022
13.	Ref. 19/2016	Sh. Santosh Kumar	M/s Jai Prakesh Power Venture Ltd.	23-03-2022
14.	Ref. 101/2020	Sh. Raj Kumar	M/s New Grow Edrn Farm	30-03-2022

By order,

R. D. DHIMAN,
Addl. Chief Secretary (Lab. & Emp.).

BEFORE RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA

Reference No. : 67 of 2019

Instituted on : 22-3-2019

Decided on : 4-3-2022

Neeraj Kumar s/o Shri Rajinder Singh, r/o Village Yangpa, PO Huri, Tehsil Nichar, District Kinnaur, HP.

versus

1. Larsen & Turbo Ltd., GIS Sub Station, 440/220/66 KV, Wangtoo, District Kinnaur, HP through its Project Manager (Contractor) *. .Petitioner.*
2. Apex Logistics, House No. 127, Amberhai, Dwarka Sector-19, New Delhi-110075, through its Manager (Sub Contractor). *. .Respondents.*

Reference under section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo.

For the Respondent No.1 : Shri Dalip Singh, Advocate.

For Respondent No. 2 : Shri Hitender Thakur, Advocate.

AWARD

The present reference has been received from the appropriate Government for its legal adjudication sent by the appropriate Government *vide* notification dated 27-2-2019, which is reproduced for the sake of convenience as under:

“Whether termination of the services of Shri Neeraj Kumar s/o Shri Rajinder Singh, r/o Village Kasrim-1, P.O Huri, Tehsil Nichar, District Kinnaur, HP by M/s Apex Logistics, 127, Amberahi, Sector-19, Dwarka, New Delhi-110075 (Sub Contractor) and the Project Manager, L& T construction, GIS Sub Station, 440/220/66 KV Wangtu, District Kinnaur, HP (Contractor) *vide* notice dated 20-2-2018 *w.e.f.* 20-3-2018 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged, is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employers/ management?””.

2. Briefly stated, the petitioner by filing his statement of claim disclosed thus that he was initially appointed as an electric supervisor under respondent no.1 through respondent no.2 on 20.1.2017 and had worked continuously upto 20.3.2018 without any break and completed 240 working days in a year. The respondent terminated the services of the petitioner *w.e.f.* 20.3.2018 without complying the mandatory provisions of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act). It is averred that the respondents have indulged in unfair labour practice and always had a vindictive attitude towards the petitioner to dispense his service without any reasons. Since, the petitioner had worked continuously, uninterruptedly and without any break and had completed 240 days in twelve calendar months, the respondents have illegally and arbitrarily dispensed with the services of the petitioner. The petitioner had approached the Labour-cum-Conciliation Officer, who issued notices to the respondents on 12.3.2018 but no conciliation could be effected and the Labour Conciliation officer did not initiate any action against the respondents. The respondents did not obtain any permission from the appropriate Government to terminate the services of the petitioner. The petitioner was not served with three months prior notice and no prior permission was sought from the appropriate Government to terminate the services of the petitioner. In the footnote, the petitioner prayed for the following relief:

“It is, therefore, prayed that keeping in view the aforesaid submissions, the respondent no. 2 be directed to re-engage the petitioner/claimant with back-wages and all consequential benefits including seniority. Any other relief which this Hon’ble Court may feel fit and proper in the facts and circumstances of the case be also awarded in favour of the petitioner/claimant in the larger interest of justice and equity.”

3. Reply on behalf of M/s Larsen and Toubro Ltd. has been filed submitting therein that the claim is misconceived and not tenable in the eyes of law. There is no employee and employer relationship between the parties. It is submitted that the claimant was admittedly employed by the contractor under a contract. It is denied that the respondents have indulged in unfair labour practice. It is therefore prayed that there is not termination by the answering respondent, hence, in view of facts and circumstances.

4. No reply on behalf of respondent no.2 has been filed.

5. The following points arises for the determination of this case:

1. Whether termination of the services of the petitioner by the respondents *vide* notice dated 20.2.2018 w.e.f. 20.3.2018 without complying with the provisions of the Industrial Disputes Act, 1947 is illegal and unjustified as alleged? If so, what relief of service benefits the petitioner is entitled to? . .OPP.

2. Relief.

6. I have heard the Ld. Counsel for the respondents and also perused the case record.

7. For the reasons to be recorded hereinafter while discussing the aforesaid points, my findings on the aforesaid points are as follows:

Point No.1 : Not entitled to any relief.

Relief : Reference is answered in negative per operative part of the Award.

REASONS FOR FINDINGS

POINT NO. 1.

8. Before, I proceed further it is important to mention here that the aforesaid reference was received from the appropriate Government for its legal adjudication and after the receipt of the same, notices were issued to both the parties and Shri Deepak Thakur, Advocate appeared on behalf of the petitioner on 10.6.2019 and thereafter the petitioner filed his statement of claim on 7.8.2019 and the case was adjourned for filing of reply which was filed on 11.12.2019 and thereafter w.e.f. 31.12.2020, none is appearing on behalf of the petitioner and more than a period of one year has been elapsed which clearly shows that at the present the petitioner is not interested to pursue his case arising out of the aforesaid reference. As such, I have left with no other alternate but decide the reference on the basis of the material available on the file.

9. Thus, from a careful examination of the case record, this Court hereby opined that it is a matter of common parlance that a party is the best judge for his own cause. A party who has been slumbering or sleeping over his own causes has to suffer for his own faults. The one party is the master as well as the engineer of his own case. In case a party does not appear or shown relentless to sleep over the matter for a long period, it seems that the party is not at all interested in pursuing

further his own matter. It is particularly mentioned that the present reference No. 67 of 2019 has been received from the appropriate Government *vide* notification dated 26.2.2019. The said notification has been duly received from the appropriate Government for its legal adjudication which has been registered with this officer as per the report annexed on the record by concerned Alhmad dated 3.5.2019. The perusal of case record would reveal that it is almost three years has been elapsed and that neither the petitioner nor any representative of his behalf had appeared to press claim petition before this Court. It is apart to conclude that the petitioner was duly represented through Counsel Deepak Thakur who had appeared in this Court on 10.6.2019, 5.7.2019, 7.8.2019, 3.9.2019, 4.10.2019, 5.11.2019, 11.12.2019, 27.2.2020 and 21.11.2020. Thereafter, neither the petitioner nor his counsel had appeared before this Court. However, proxy counsel had appeared on behalf of the petitioner on 18.3.2021 and previous date of hearing 10.1.2022. This Court had been issuing notices to the petitioner as well as registered post to the petitioner time and again but of no consequences. Neither the petitioner nor his counsel has been appearing before this Court to contest the present reference petition. It is brought to my notice that the respondent no.1 had approached the respondent no.2 for execution of the project. There is requirement of manpower which shall be particularly for the period of one year from 15.4.2016 to 14.4.2017, however, the detailed terms and conditions shall be followed as agreed. It is the duty of the sub-contractor who shall submit a copy of registration certificate. The case pleaded from the side of the respondent that the services of the petitioner were engaged for a particular time. Since, the petitioner had completed the service for one year, which is clear from service certificate, placed on record, demonstrated that the petitioner was engaged for one year from 20.1.2017 to 20.3.2018 as electric supervisor on wages of Rs. 314.50 per day along-with tribal allowances @ 25%. After the completion of the service, the petitioner was duly paid the retrenchment compensation which has been assessed and calculated to Rs. 21057/- All his legal dues in the shape of full & final settlement has been deposited in his Bank account.

10. For the foregoing reasons in the attendant facts and circumstances of the case, it is proved that the petitioner has been duly compensated by making his full & final dues during the course of employment. Though, the petitioner has challenged the termination of the services but none appeared on behalf the petitioner to contest the present reference, makes it abundantly clear that the petitioner is not interested in pursuing the present claim petition further. Bearing in mind, all the facts and circumstances of the case, point no.1 is answered in favour of the respondent and against the petitioner.

Relief :

11. As a sequel to my findings on point no.1, the reference is ordered to be answered in negative. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 4th day of March, 2021.

Sd/-
 (RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
 TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No. : 68 of 2019
 Instituted on : 22-3-2019

Decided on : 4-3-2022

Bharat Raj s/o Shri Sohan Lal r/o Village Yangpa, PO Huri, Tehsil Nichar, District Kinnaur, HP.

versus

1. Larsen & Turbo Ltd., GIS Sub Station, 440/220/66 KV, Wangtoo, District Kinnaur, HP through its Project Manager (Contractor) . .Petitioner.

2. Apex Logistics, House No. 127, Amberhai, Dwarka Sector-19, New Delhi-110075, through its Manager (Sub Contractor) . .Respondents.

Reference under section 10 of the Industrial Disputes Act, 1947

For the Petitioner	:	Nemo
For the Respondent No.1	:	Shri Dalip Singh, Advocate
For Respondent No. 2	:	Shri Hitender Thakur, Advocate

AWARD

The present reference has been received from the appropriate Government for its legal adjudication sent by the appropriate Government *vide* notification dated 26.2.2019, which is reproduced for the sake of convenience as under:

“Whether termination of the services of Shri Bharat Raj, s/o Shri Sohan Lal r/o Village Yangpa-1, P.O Huri, Tehsil Nichar, District Kinnaur, HP by M/s Apex Logistics, 127, Amberhai, Sector-19, Dwarka, New Delhi 110075 (Sub Contractor) and the Project Manager, L& T construction, GIS Sub Station, 440/220/66 KV Wangtu, District Kinnaur, HP (Contractor) *vide* notice dated 20.2.2018 w.e.f. 20.3.2018 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged, is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employers/ management? ”.

2. Briefly stated, the petitioner by filing his statement of claim disclosed thus that he was initially appointed as an electric supervisor under respondent no.1 through respondent no.2 on 21.1.2017 and had worked continuously upto 20.3.2018 without any break and completed 240 working days in a year. The respondent terminated the services of the petitioner w.e.f. 20.3.2018 without complying the mandatory provisions of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act). It is averred that the respondents have indulged in unfair labour practice and always had a vindictive attitude towards the petitioner to dispense his service without any reasons. Since, the petitioner had worked continuously, uninterrupted and without any break and had completed 240 days in twelve calendar months, the respondents have illegally and arbitrarily dispensed with the services of the petitioner. The petitioner had approached the Labour-cum-Conciliation Officer, who issued notices to the respondents on 12.3.2018 but no conciliation could be effected and the Labour Conciliation officer did not initiate any action against the respondents. The respondents did not obtain any permission from the appropriate Government to terminate the services of the petitioner. The petitioner was not served with three months prior notice and no prior permission was sought from the appropriate Government to terminate the services of the petitioner. In the footnote, the petitioner prayed for the following relief:

“It is, therefore, prayed that keeping in view the aforesaid submissions, the respondent no.2 be directed to re-engage the petitioner/claimant with back-wages and all consequential benefits including seniority. Any other relief which this Hon’ble Court may feel fit and proper in the facts and circumstances of the case be also awarded in favour of the petitioner/claimant in the larger interest of justice and equity.”

3. Reply on behalf of M/s Larsen and Toubro Ltd. has been filed submitting therein that the claim is misconceived and not tenable in the eyes of law. There is no employee and employer relationship between the parties. It is submitted that the claimant was admittedly employed by the contractor under a contract. It is denied that the respondents have indulged in unfair labour practice. It is therefore prayed that there is not termination by the answering respondent, hence, in view of facts and circumstances.

4. By filing reply, the respondent no.2 submitted that they are providing service in the capacity of sub-contractor/vendor to L&T Ltd. and the respondent no.2 being sub-contractor was only entrusted to mobilize and NOT (R) NOT to recruit or retrench the workmen. The petitioner trade job was completed, hence, the services of the petitioner were terminated at the behest of principle employer by complying with the provisions of the Act and all retrenchment benefits have been deposited in the bank account of the petitioner. The petitioner was retrenched on the instructions of principle employer by following the principles of “last come first go”. It is therefore prayed that the retrenchment was done by complying the provisions of the Act.

5. The following points arises for the determination of this case:

1. Whether termination of the services of the petitioner by the respondents *vide* notice dated 20.2.2018 w.e.f. 20.3.2018 without complying with the provisions of the Industrial Disputes Act, 1947 is illegal and unjustified as alleged? If so, what relief of service benefits the petitioner is entitled to? ..OPP.
2. Relief.
6. I have heard the Ld. Counsel for the respondents and also perused the case record.

7. For the reasons to be recorded hereinafter while discussing the aforesaid points, my findings on the aforesaid points are as follows:

Point No.1 : Not entitled to any relief.
Relief : Reference is answered in negative per operative part of the Award.

REASONS FOR FINDINGS

POINT NO. 1.

8. Before, I proceed further it is important to mention here that the aforesaid reference was received from the appropriate Government for its legal adjudication and after the receipt of the same, notices were issued to both the parties and Shri Deepak Thakur, Advocate appeared on behalf of the petitioner on 10.6.2019 and thereafter the petitioner filed his statement of claim on 7.8.2019 and the case was adjourned for filing of reply which was filed on 11.12.2019 and thereafter w.e.f. 31.12.2020, none is appearing on behalf of the petitioner and more than a period of one year has been elapsed which clearly shows that at the present the petitioner is not interested to pursue his case arising out of the aforesaid reference. As such, I have left with no other alternate but decide the reference on the basis of the material available on the file.

9. Thus, from a careful examination of the case record, this Court hereby opined that it is a matter of common parlance that a party is the best judge for his own cause. A party who has been slumbering or sleeping over his own causes has to suffer for his own faults. The one party is the master as well as the engineer of his own case. In case a party does not appear or shown relentless to sleep over the matter for a long period, it seems that the party is not at all interested in pursuing further his own matter. It is particularly mentioned that the present reference No. 68 of 2019 has been received from the appropriate Government *vide* notification dated 26.2.2019. The said notification has been duly received from the appropriate Government for its legal adjudication which has been registered with this officer as per the report annexed on the record by concerned Alhmad dated 3.5.2019. The perusal of case record would reveal that it is almost three years has been elapsed and that neither the petitioner nor any representative of his behalf had appeared to press claim petition before this Court. It is apart to conclude that the petitioner was duly represented through Counsel Deepak Thakur who had appeared in this Court on 10.6.2019, 5.7.2019, 7.8.2019, 3.9.2019, 4.10.2019, 5.11.2019, 11.12.2019, 27.2.2020 and 21.11.2020. Thereafter, neither the petitioner nor his counsel had appeared before this Court. However, proxy counsel had appeared on behalf of the petitioner on 18.3.2021 and previous date of hearing 10.1.2022. This Court had been issuing notices to the petitioner as well as registered post to the petitioner time and again but of no consequences. Neither the petitioner nor his counsel has been appearing before this Court to contest the present reference petition. It is brought to my notice that the respondent no.1 had approached the respondent no.2 for execution of the project. There is requirement of manpower which shall be particularly for the period of one year from 15.4.2016 to 14.4.2017, however, the detailed terms and conditions shall be followed as agreed. It is the duty of the sub-contractor who shall submit a copy of registration certificate. The case pleaded from the side of the respondent that the services of the petitioner were engaged for a particular time. Since, the petitioner had completed the service for one year, which is clear from service certificate, placed on record, demonstrated that the petitioner was engaged for one year from 20.6.2016 to 20.3.2018 as civil supervisor on wages of Rs. 314.50 per day along-with tribal allowances @ 25%. After the completion of the service, the petitioner was duly paid the retrenchment compensation. All his legal dues in the shape of full & final settlement has been deposited in his Bank account.

10. For the foregoing reasons in the attendant facts and circumstances of the case, it is proved that the petitioner has been duly compensated by making his full & final dues during the course of employment. Though, the petitioner has challenged the termination of the services but none appeared on behalf the petitioner to contest the present reference, makes it abundantly clear that the petitioner is not interested in pursuing the present claim petition further. Bearing in mind, all the facts and circumstances of the case, point no.1 is answered in favour of the respondent and against the petitioner.

Relief:

11. As a sequel to my findings on point no.1, the reference is ordered to be answered in negative. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 4th day of March, 2021.

Sd/-
 (RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Ajay Kumar Vs. Ion Health Care

Reference no. 12 of 2021

15-3-2022

Present : Petitioner in person.

Shri Des Raj Thakur, Manager, HR for respondent.

Heard. Record perused.

With the little divulgence of this Court as well as the strenuous efforts put in by the parties, the Industrial Dispute arose between the parties on account of the reference received from the appropriate Government, which was duly registered with this office, as Reference Petition no. 12 of 2021, stood amicably resolved by way of an amicable settlement. It has been stated by the petitioner that he has settled the dispute with the respondent as Rs. 53,985/- has been given to him through cheque as full & final payment. These days he is working at Dera Bassi and nothing is pending with the respondent. He has placed on record documents recording compromise (P-1) to (P-4) and Mark A. To this effect, his statement recorded separately. The above said statement has been deposed by the petitioner out of free will and volition.

Vide separate statement, Shri Des Raj Thakur, Manager, HR with the respondent company has stated that the petitioner was working as an operator with them and his services were terminated on 1.8.2020. The petitioner has received Rs. 53,983/- as full & final *vide* receipt dated 7.4.2021. He has placed on record the affidavit given by the petitioner (P-2), receipt (P-3), resignation letter (P-4) and copy of cheque mark A.

Since, the matter stood amicably resolved between the parties, therefore, nothing survives in the present industrial dispute. The reference is answered accordingly and the award is passed as per the settlement arrived at between the parties. The statements of both the parties, settlement (P-1), affidavit (P-2), receipt (P-3), resignation letter (P-4) and copy of cheque mark A shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
15-3-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Anu Devi Vs. Wild Craft, India

Reference no. 47 of 2021

15-3-2022

Present : Petitioner in person with Shri Niranjan Verma, Advocate.
Shri Rahul Mahajan, Advocate for respondent.

Heard. Record perused.

With the little divulgence of this Court as well as the strenuous efforts put in by the Ld. Counsel for the parties, the Industrial Dispute arose between the parties on account of the reference received from the appropriate Government, which was duly registered with this office, as Reference Petition no. 47 of 2021, which stood amicably resolved by way of an amicable settlement. It has been stated by the petitioner that he was working as an operator (skilled worker) with the respondent company since the year 2013 and her services were terminated by the respondent management w.e.f. 26.8.2020 after conducting domestic enquiry without complying with the mandatory provisions of the Industrial Disputes Act, 1947. Thereafter, she raised the industrial dispute to the Labour Officer, which was sent as reference to this Court *vide* notification dated 18.1.2021. She further stated that the respondent management had agreed to make payment of Rs. 59,295/- (Rs. Fifty Nine Thousand Two Hundred Ninety Five only) to her towards lump sum compensation on account of full & final settlement arrived at between the parties and the respondent company had agreed to transfer the lump sum compensation amount to her bank Account on or before 10.3.2022, failing which the respondent company shall be liable to pay panel interest @ 9%. The full & final settlement is accepted to her. To this effect, her statement recorded separately. The above said statement has been deposited by the petitioner out of free will and volition.

On the contrary, Ld. Counsel for the petitioner *vide* separate statement has stated that the respondent company is ready to pay Rs. 59,295/- to the petitioner towards lump sum compensation on account of full & final settlement arrived at between the parties.

Since, the matter stood amicably resolved between the parties, therefore, nothing survives in the present industrial dispute. The reference is answered accordingly and the award is passed as per the settlement arrived at between the parties. The statements of both the parties shall form part and parcel of this award. However, it is expressly made clear that the settlement amount shall be transferred in the Bank account of the petitioner on or before 10.3.2022, failing which the respondent company shall be liable to pay penal interest @ 9% per annum. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
15-3-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Kiran Sharma Vs. Wild Craft, India

Reference no. 48 of 2021

15-3-2022

Present : Petitioner in person with Shri Niranjan Verma, Advocate.
Shri Rahul Mahajan, Advocate for respondent.

Heard. Record perused.

With the little divulgence of this Court as well as the strenuous efforts put in by the Ld. Counsel for the parties, the Industrial Dispute arose between the parties on account of the reference

received from the appropriate Government, which was duly registered with this office, as Reference Petition no. 48 of 2021, which stood amicably resolved by way of an amicable settlement. It has been stated by the petitioner that he was working as an operator (skilled worker) with the respondent company since the year 2011 and her services were terminated by the respondent management w.e.f. 26.8.2020 after conducting domestic enquiry without complying with the mandatory provisions of the Industrial Disputes Act, 1947. Thereafter, she raised the industrial dispute to the Labour Officer, which was sent as reference to this Court *vide* notification dated 19.1.2021. She further stated that the respondent management had agreed to make payment of Rs. 72,232/- (Rs. Seventy Two Thousand Two Hundred Thirty only) to her towards lump sum compensation on account of full & final settlement arrived at between the parties and the respondent company had agreed to transfer the lump sum compensation amount to her bank Account on or before 10.3.2022, failing which the respondent company shall be liable to pay panel interest @ 9%. The full & final settlement is accepted to her. To this effect, her statement recorded separately. The above said statement has been deposed by the petitioner out of free will and volition.

On the contrary, Ld. Counsel for the petitioner *vide* separate statement has state that the respondent company is ready to pay Rs. 72,232/- to the petitioner towards lump sum compensation on account of full & final settlement arrived at between the parties.

Since, the matter stood amicably resolved between the parties, therefore, nothing survives in the present industrial dispute. The reference is answered accordingly and the award is passed as per the settlement arrived at between the parties. The statements of both the parties shall form part and parcel of this award. However, it is expressly made clear that the settlement amount shall be transferred in the Bank account of the petitioner on or before 10.3.2022, failing which the respondent company shall be liable to pay penal interest @ 9% per annum. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
15-3-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF SHRI RAJESH TOMAR, PRESIDING JUDGE H.P.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number	:	77 of 2018
Instituted on	:	12-4-2018
Decided on	:	16-3-2022

Pradeep Kumar s/o Shri Puran Chand r/o Village Khamari, P.O. Kohbag, Tehsil & District Shimla H.P. . .Petitioner.

versus

M/s Astral Politech Ltd. Village Bated, P.O Barotiwala, Tehsil Baddi, District Solan, H.P. through the Factory Manager. . .Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Ms. Deepa Suman, Advocate

For the Respondent : Shri Rajiv Sharma, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government for final adjudication:

“Whether demand of Shri Pradeep Kumar, s/o Shri Puran Chand r/o Village Khamari, P.O. Kohbag, Tehsil & District Shimla, H.P. for reinstatement of his services and payment of salary from 14.4.2015 onwards, before the management of M/s Astral Poly Technik Ltd., Village Bated, P.O Barotiwala, Tehsil Baddi, District Solan, HP after receiving full and final amount of Rs. 1,13,009/- from the above management is legal and justified? If yes, what relief the above aggrieved workman is entitled to from the said management and if not, its effect?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed the statement of claim.

3. Briefly stated facts of the petitioner as disclosed in the statement of claim thus that the petitioner was appointed as helper by the respondent in the year 2005 and worked continuously till June, 2015 on monthly salary of Rs.11,000/-. Thereafter the services of the petitioner were terminated without assigning any reason and that too without giving any notice. He has worked continuously and completed 240 days in preceding twelve calendar months. The juniors were engaged by the respondent. The non-issuance of notice prior to his termination is a clear cut violation of the provisions of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act). The petitioner requested several times for his re-engagement but to no avail. In the footnote of the claim petition, the following prayer clause has been appended:

“It is therefore prayed that keeping in view the aforesaid submissions the respondent be directed to re-engage the petitioner/claimant with all consequential benefits and seniority”.

4. The lis was resisted and contested by the respondent by filing written reply wherein preliminary objections regarding maintainability, not a proper reference and not come to the Court with clean hands. On merits, it is contended that it is submitted that the respondent gave notice to the State of Himachal Pradesh through Secretary, having the power to prosecute the respondent. The respondent has closed its unit as per the provisions of the Act w.e.f. 15.6.2015. As provided under section 25-FFF of the Act by giving all benefits dismissed its employees. The respondent also offered job to its employees as an alternate in Gujrat. The majority of workers and staff which are 68 in number opted for resignation on full & final settlement payment. Near about 22 of its employees filed an injunction application in the Court of Ld. Civil Judge, Junior Division but the Court dismissed the application *vide* order dated 11.6.2015. Out of 22 workers 14 were paid full & final payment who have withdrawn the same. The remaining 8 workers were paid in cheque through registered post. The petitioner did not approached the Court with clean hands. All the employees opted for their full & final amount as per the Certified Standing Orders and provisions of the Act. It is therefore prayed that the claim petition be dismissed.

5. While filing rejoinder, the petitioner controverted the averments made thereto in the reply and reaffirmed and reiterated those in the statement of claim.

6. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination *vide* Court order dated 8.8.2019.:

1. Whether the termination of the petitioner w.e.f. 14.4.2015 is violative of the provisions of section 25-F, 25-G and 35-H of the Industrial Disputes Act, as alleged. If so, to what relief the petitioner is entitled to? ..OPP.

2. Whether the claim petition is not maintainable as the unit is already stated to have been closed under the provisions of section 25-FFA of the Industrial Disputes Act, as alleged? If so its effect thereto? ..OPR.

3. Relief

7. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

8. Arguments of the Learned Counsel for the petitioner as well as Learned Counsel for respondent were heard and gone through the case record with minute care, caution circumspection.

9. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No. 1 : Partly Yes.

Issue No. 2 : No.

Relief : Reference is partly allowed, as per operative part of the Award.

REASONS FOR FINDINGS

ISSUES NO. 1 & 2.

10. Being interlinked and inter-connected both these issues are taken up together for discussion and decision.

11. In order to substantiate its case, the petitioner namely Shri Pradeep Kumar, appeared into the witness box as (PW-1) and tendered in evidence his sworn in affidavit (PW-1/A) wherein he reiterated almost all the averments as stated in the claim petition. In cross-examination he denied that the respondent had issued a notice to the State for the closure of the unit on 10.4.2015. He admitted that a notice of closure had been affixed on the notice board of the factory. He admitted that an amount of Rs. 78,578/- had been credited into his account on 15.6.2015. He denied that the amount due and payable under the law had been paid to him.

12. On the other hand, the respondent examined one Shri Sanjay Shah, Senior Manager as (RW-1), who tendered in evidence his affidavit (RW-1/A) wherein reiterated the same averments as made in the reply. He also tendered in evidence notice dated 10.4.2015 (RW-1/B), gratuity (RW-1/C), statement of account agreement (RW-1/D), detail of compensation (RW-1/E), the statement of corporation bank dated 29.6.2015 (RW-1/F) and letter to labour officer dated 9.6.2017 (RW-1/G). In cross-examination he denied that the factory was closed firstly and thereafter the notices

were pasted. He further denied that the prior intimation/information were not given to the workers before closing the factory. He also denied that the petitioner was not adequately compensated. He denied that full & final payment was not credited into the account of the petitioner.

13. Before, I proceed further, it is important to mention here that as per the plea taken by the respondent company, they had closed its unit as per the provisions of the Act. At this stage it would be relevant to reproduce the section 25-FFA which reads thus:

“(1) An employer who intends to close down an undertaking shall serve, at least sixty days before the date on which the intended closure is to become effective, a notice, in the prescribed manner, on the appropriate Government stating clearly the reasons for the intended closure of the undertaking: Provided that nothing in this section shall apply to—

(a) an undertaking in which—

(i) less than fifty workmen are employed, or

(ii) less than fifty workmen were employed on an average per working day in the preceding twelve months,

(b) an undertaking set up for the construction of buildings, bridges, roads, canals, dams or for other construction work or project.

14. Verily, it is a matter of common knowledge that the closing down of one undertaking as per the provisions of the Act, the employer shall give a notice in the prescribed manner to the appropriate government which shall be at least sixty days before the date on which the intended closure is to be effected. Admittedly, the closing down of an undertaking shall be restricted to certain grounds *i.e.* financial difficulties (including financial losses), or accumulation of undisposed of stocks; or the expiry of the period of the lease or licence granted to it *etc.* The notice issued to the Government of Himachal Pradesh dated 10.4.2015 including the statement of reasons. The petitioner feigned ignorance that the respondent had approached the State of Himachal Pradesh for closing down of its undertaking, however, he admitted that a notice of closure has been affixed in the conspicuous part of the factory. He also admitted the receipt of full & final amount. According to the respondent, it is pleaded that the petitioner was paid his full & final legal dues which includes the retrenchment amount, leave encashment, bonus and net wages through cheque. It is pleaded that the petitioner was working as a helper and have been paid retrenchment compensation and all his legal dues amounting to Rs. 1,13,009/- . The reference received from the appropriate Government is to consider the demand of the petitioner for his reinstatement in service and payment of salary from 14.4.2015 after receiving the full & final payment from the respondent management. The case pleaded from the side of the petitioner is that he had given his best performance and there was no complaint regarding his work and conduct. He had put in continuous service, however, the respondent has illegally and unreasonably terminated the services of the petitioner. The petitioner submitted several representations to the respondent for his re-engagement but the respondent failed to re-engage the services of the petitioner.

15. Admittedly, the closure of an undertaking includes termination employee of many employees and throw them into the ranks unemployed and it is in the interest of the general public that misery resulting from unemployment should be redressed. There is no doubt about the fact that the petitioner was paid retrenchment compensation in all his legal dues. However, this Court considered the reason for awarding compensation. In my opinion, retrenchment compensation was intended to give the workmen some relief and to soften the rigour of hardship which retrenchment brings in its wake when the retrenched workman is suddenly and without his fault thrown on the

streets, to face the grim problem of unemployment. It was also observed that the workman naturally expects and looks forward to security of service spread over a long period, but retrenchment destroys his expectations. The object of retrenchment compensation is therefore to give partial protection to the retrenched employee to enable him to tide over the period of unemployment. Loss of service due to closure stands on the same footing as loss of service due to retrenchment, for in both cases, the employee is thrown out of employment suddenly and for no fault of his and the hardships which he has to face are, whether unemployment is the result of retrenchment or closure of business, the same. Here, it should be relevant to reproduce section 25-FFF of the Act which reads thus:

25-FFF. Compensation to workmen in case of closing down of undertakings:

(1) Where an undertaking is closed down for any reason whatsoever, every workman who has been in continuous service for not less than one year in that undertaking immediately before such closure shall, subject to the provisions of sub- section (2), be entitled to notice and compensation in accordance with the provisions of section 25F, as if the workman had been retrenched: Provided that where the undertaking is closed down on account of unavoidable circumstances beyond the control of the employer, the compensation to be paid to the workman under clause (b) of section 25F shall not exceed his average pay for three months.¹ Explanation.-- An undertaking which is closed down by reason merely of—

- (i) financial difficulties (including financial losses); or
- (ii) accumulation of undisposed of stocks; or
- (iii) the expiry of the period of the lease or licence granted to it; or
- (iv) in a case where the undertaking is engaged in mining operations, exhaustion of the minerals in the area in which such operations are carried on; shall not be deemed to be closed down on account of unavoidable circumstances beyond the control of the employer within the meaning of the proviso to this sub- section".

16. Section 25-FFF deals with compensation, payable to workmen, in the case of closure of undertakings. Sub-section (1), thereof, stipulates that, where an undertaking is closed down for any reason whatsoever, every workman, who has been in continuous service of one year, or more, in the said undertaking, immediately preceding the closure, shall be entitled to (i) notice, and (ii) compensation, in accordance with the provisions of Section 25-F, as if he had been retrenched. The proviso to the said sub-section, however, excepts the applicability of the sub-section to cases where the closure of the undertaking is attributable to "unavoidable circumstances beyond the control of the employer". In such cases, the proviso ordains that the compensation, payable to the workmen, would not exceed his average pay for three months. The explanation, following the said proviso, deems closure of an undertaking, merely for the following reasons, not to amount to closure "on account of unavoidable circumstances beyond the control of the employer. By the plain reading of proviso of Section 25-FFF(1), the right to notice and compensation for termination of employment flows from closure of the undertaking; the clause does not seek to make closure effective upon payment of compensation and upon service of notice or payment of wages in lieu of notice. An employer proposing to close his undertaking may serve notice of termination of employment and if he fails to do so, he becomes liable to pay wages for the period of notice. On closure of an undertaking, the workmen are undoubtedly entitled to notice and compensation in accordance with Section 25-F as if they had been retrenched, *i.e.* the workmen are entitled beside compensation to a month's notice or wages in lieu of such notice, but by the use of the words "as if the workman had been retrenched the legislature has not sought to place closure of in undertaking on same

footing as retrenchment under Section 25-F. By Section 25-F, a prohibition against, retrenchment until the conditions prescribed by that section are fulfilled is imposed; by Section 25-FFF(1), termination of employment on closure of the undertaking without payment of compensation and without either serving notice or paying wages in lieu of notice, is, not prohibited. Payment of compensation and payment of wages for the period of notice are not therefore conditions precedent to closure." The Hon'ble Supreme Court, in a most celebrated judgment delivered way back in 1960, laid emphasis on the payment of additional compensation by asserting and analyzing the provisions of section 25-FFF of the Act. As such the Hon'ble Supreme Court in a case titled as **M/s Hathi Singh Mfg. Co. Ltd. and Others Vs. Union of India and Ors. Decided on 14.4.1960, AIR 1960 SC 923, 1960 SCR (3) 528** held as under:

"Closure of an industrial undertaking involves termination of employment of many employees, and throws them into the ranks of the unemployed, and it is in the interest of the general public that misery resulting from unemployment should be redressed. In Indian Hume Pipe Co. Ltd. v. Workmen 1960(2) SCR 32 this Court considered the reasons for awarding compensation under Section 25-F (though not its constitutionality). It was observed that retrenchment compensation was intended to give the workmen some relief and to soften the rigour of hardship which retrenchment brings in its wake when the retrenched workman is suddenly and without his fault thrown on the streets, to face the grim problem of unemployment. It was also observed that the workman naturally expects and looks forward to security of service spread over a long period, but retrenchment destroys his expectations. The object of retrenchment compensation is therefore to give partial protection to the retrenched employee to enable him to tide over the period of unemployment. Loss of service due to closure stands on the same footing as loss of service due to retrenchment, for in both cases, the employee is thrown out of employment suddenly and for no fault of his and the hardships which he has to face are, whether unemployment is the result of retrenchment or closure of business, the same. If the true basis of the impugned provision is the achievement of social justice, it is immaterial to consider the motives of the employer or to decide whether the closure is bona fide or otherwise. Wages in lieu of notice are normally inadequate compensation for loss of employment in an industrial undertaking. Having regard to the prevailing conditions in the employment market, it would be difficult for the workman thrown out of employment to secure employment similar to the one terminated within one month, and therefore the Parliament has thought it proper to provide for payment of additional compensation besides wages in lieu of notice. The provision for payment of such compensation in addition to wages in lieu of notice cannot therefore be characterised as unreasonable."

Compensation rated to the length of service of the employee is also not unreasonable. An employee remaining employed in an industry for an appreciable length of time acquires experience and some degree of aptitude in the branch in which he is employed and his experience in that branch qualifies him to promotion and to receive wages at a higher level. By his continued employment, he reaches seniority in the cadre of employment with chance of promotion, the benefit of which he losses by sudden termination of employment. The workman on termination of employment, may have to complete for employment at a lower level in branches to which he may be by experience or aptitude, not fitted, or to seek employment in a job similar to the one terminated at a lower level. If in the light of these considerations, the legislature has related the compensation payable on termination of employment to the period of service of the employee, the provis cannot be regraded as unreasonable.

17. Therefore, keeping in view the proviso of section 25-FFF and recent trends, more particularly much after the year 2007 shows that grant of compensation in lieu of reinstatement has

gained precedence, more particularly, where the services of the workmen have been terminated because of procedural defects. In the case in hand too the termination is found to be illegal in view of the provisions of the Act, the interest of justice would thus be met, in case the petitioner is granted compensation in lieu of reinstatement thereof. In this behalf support can ably be drawn from the judgment of the Hon'ble Supreme Court titled as **Bharat Sanchar Nigam Ltd. Vs. Bhurumal (2014) 7 SCC 177** and further reiterated lately in **P. Karupiah (dead) through Legal Representatives Vs. General Manager, Thruuvalluvar Transport Corporation Ltd. (2018) 12 SCC 663** and **Rashtrasant Tukdoji Maharaj Technical Education Samnsthana, Nagpur Vs. Prashant Manikrao Kubitkar (2018) 12 SCC 294**.

18. Thus, from a careful examination of the entire pleadings and evidence of the case leading to the peculiar facts, circumstances and evidence vis-à-vis having gone through the rival contention of the Learned counsel for the parties, keeping in view the mandate of Hon'ble Apex Court in various judgments referred to above, the respondent company is directed to pay a lump sum compensation amount of Rs. 25,000/- as compensation to the petitioner. Accordingly both these issues are decided in favour of the petitioner and against the respondent.

RELIEF

19. For the foregoing reasons discussed hereinabove supra, the respondent is directed to pay an amount of ` 25,000/- (Twenty Five Thousand only) to the petitioner as lump sum compensation, in lieu of closure of the respondent establishment. The amount shall be paid within sixty days from the announcement of award failing which the respondent shall pay interest @ 9% per annum till the realization of the amount. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. File, after completion, be consigned to records.

27. The reference is answered in the aforesaid terms.

Ordered accordingly.

Announced in the open Court today this 16th day of March, 2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

IN THE COURT OF SHRI RAJESH TOMAR, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA

Reference Number	: 108 of 2018
Instituted on	: 2-6-2018
Decided on	: 16-3-2022

Rodu Ram s/o Shri Ghanna Ram r/o Village Khanger, P.O. Salnu, Tehsil Sadar, District Bilaspur, HP. . .Petitioner.

versus

M/s Astral Politech Ltd. Village Bated, P.O Barotiwal, Tehsil Baddi, District Solan, H.P.
through the Factory Manager . .Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Ms. Deepa Suman, Advocate

For the Respondent : Shri Rajiv Sharma, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government for final adjudication:

“Whether demand of Shri Rodu Ram s/o Shri Ghanna Ram, r/o Village Khanger, P.O. Salnu, Tehsil Sadar, District Bilaspur, H.P. for reinstatement of his services and payment of salary from 14.4.2015 onwards, before the management of M/s Astral Poly Technik Ltd., Village Bated, P.O Barotiwal, Tehsil Baddi, District Solan, HP after receiving full and final amount of Rs. 80048/- from the above management is legal and justified? If yes, what relief the above aggrieved workman is entitled to from the said management and if not, its effect?”

2. On receipt of the said reference from the appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed the statement of claim.

3. Briefly stated facts of the petitioner as disclosed in the statement of claim thus that the petitioner was appointed as helper by the respondent in the year 2006 and worked continuously till 2015 on monthly salary of Rs. 8000/-. Thereafter the services of the petitioner were terminated without assigning any reason and that too without giving any notice. He has worked continuously and completed 240 days in preceding twelve calendar months. The juniors were engaged by the respondent. The non-issuance of notice prior to his termination is a clear cut violation of the provisions of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act). The petitioner requested several times for his re-engagement but to no avail. In the footnote of the claim petition, the following prayer clause has been appended:

“It is therefore prayed that keeping in view the aforesaid submissions the respondent be directed to reengage the petitioner/claimant with all consequential benefits and seniority”.

4. The list was resisted and contested by the respondent by filing written reply wherein preliminary objections regarding maintainability, not a proper reference and not come to the Court with clean hands. On merits, it is contended that it is submitted that the respondent gave notice to the State of Himachal Pradesh through Secretary, having the power to prosecute the respondent. The respondent has closed its unit as per the provisions of the Act w.e.f. 15.6.2015. As provided under section 25-FFF of the Act by giving all benefits dismissed its employees. The respondent also offered job to its employees as an alternate in Gujrat. The majority of workers and staff which are 68 in number opted for resignation on full & final settlement payment. Near about 22 of its employees filed an injunction application in the Court of Ld. Civil Judge, Junior Division but the Court dismissed the application *vide* order dated 11.6.2015. Out of 22 workers 14 were paid full & final payment who have withdrawn the same. The remaining 8 workers were paid in cheque through registered post. The petitioner did not approached the Court with clean hands. All the employees opted for their full & final amount as per the Certified Standing Orders and provisions of the Act. It is therefore prayed that the claim petition be dismissed.

5. While filing rejoinder, the petitioner controverted the averments made thereto in the reply and reaffirmed and reiterated those in the statement of claim.

6. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination *vide* Court order dated 8.8.2019.

1. Whether the termination of the petitioner w.e.f. 14.4.2015 is violative of the provisions of section 25-F, 25-G and 35-H of the Industrial Disputes Act, as alleged. If so, to what relief the petitioner is entitled to? ..OPP.

2. Whether the claim petition is not maintainable as the unit is already stated to have been closed under the provisions of section 25-FFA of the Industrial Disputes Act, as alleged? If so its effect thereto? ..OPR.

3. Relief

7. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

8. Arguments of the Learned Counsel for the petitioner as well as Learned Counsel for respondent were heard and gone through the case record with minute care, caution circumspection.

9. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No.1 : Partly Yes.

Issue No. 2 : No.

Relief : Reference is partly allowed, as per operative part of the Award.

REASONS FOR FINDINGS

ISSUES NO. 1 & 2.

10. Being interlinked and inter-connected both these issues are taken up together for discussion and decision.

11. In order to substantiate its case, the petitioner namely Shri Rodu Ram, appeared into the witness box as (PW-1) and tendered in evidence his sworn in affidavit (PW-1/A) wherein he reiterated almost all the averments as stated in the claim petition. In cross-examination he denied that the respondent had issued a notice to the State for the closure of the unit on 10.4.2015. He admitted that a notice of closure had been affixed on the notice board of the factory. He admitted that an amount of Rs. 54,779/- had been credited into his account on 15.6.2015. He denied that the amount due and payable under the law had been paid to him.

12. On the other hand, the respondent examined one Shri Sanjay Shah, Senior Manager as (RW-1), who tendered in evidence his affidavit (RW-1/A) where in reiterated the same averments as made in the reply. He also tendered in evidence notice dated 10.4.2015 (RW-1/B), gratuity (RW-1/C), statement of account agreement (RW-1/D), detail of compensation (RW-1/E), the statement of corporation bank dated 29.6.2015 (RW-1/F) and letter to labour officer dated 9.6.2017 (RW-1/G). In cross-examination he denied that the factory was closed firstly and thereafter the notices

were pasted. He further denied that the prior intimation/information were not given to the workers before closing the factory. He also denied that the petitioner was not adequately compensated. He denied that full & final payment was not credited into the account of the petitioner.

13. Before, I proceed further, it is important to mention here that as per the plea taken by the respondent company, they had closed its unit as per the provisions of the Act. At this stage it would be relevant to reproduce the section 25-FFA which reads thus:

“(1) An employer who intends to close down an undertaking shall serve, at least sixty days before the date on which the intended closure is to become effective, a notice, in the prescribed manner, on the appropriate Government stating clearly the reasons for the intended closure of the undertaking: Provided that nothing in this section shall apply to—

(a) an undertaking in which--

- (i) less than fifty workmen are employed, or
- (ii) less than fifty workmen were employed on an average per working day in the preceding twelve months,

(b) an undertaking set up for the construction of buildings, bridges, roads, canals, dams or for other construction work or project.

14. Verily, it is a matter of common knowledge that the closing down of one undertaking as per the provisions of the Act, the employer shall give a notice in the prescribed manner to the appropriate Government which shall be at least sixty days before the date on which the intended closure is to be effected. Admittedly, the closing down of an undertaking shall be restricted to certain grounds i.e financial difficulties (including financial losses), or accumulation of undisposed of stocks; or the expiry of the period of the lease or licence granted to it etc. The notice issued to the Government of Himachal Pradesh dated 10.4.2015 including the statement of reasons. The petitioner feigned ignorance that the respondent had approached the State of Himachal Pradesh for closing down of its undertaking, however, he admitted that a notice of closure has been affixed in the conspicuous part of the factory. He also admitted the receipt of full & final amount. According to the respondent, it is pleaded that the petitioner was paid his full & final legal dues which includes the retrenchment amount, leave encashment, bonus and net wages through cheque. It is pleaded that the petitioner was working as a helper and have been paid retrenchment compensation and all his legal dues amounting to Rs. 80,048/. The reference received from the appropriate government is to consider the demand of the petitioner for his reinstatement in service and payment of salary from 14.4.2015 after receiving the full & final payment from the respondent management. The case pleaded from the side of the petitioner is that he had given his best performance and there was no complaint regarding his work and conduct. He had put in continuous service, however, the respondent has illegally and unreasonably terminated the services of the petitioner. The petitioner submitted several representations to the respondent for his re-engagement but the respondent failed to re-engage the services of the petitioner.

15. Admittedly, the closure of an undertaking includes termination employee of many employees and throw them into the ranks unemployed and it is in the interest of the general public that misery resulting from unemployment should be redressed. There is no doubt about the fact that the petitioner was paid retrenchment compensation in all his legal dues. However, this Court considered the reason for awarding compensation. In my opinion, retrenchment compensation was intended to give the workmen some relief and to soften the rigour of hardship which retrenchment brings in its wake when the retrenched workman is suddenly and without his fault thrown on the

streets, to face the grim problem of unemployment. It was also observed that the workman naturally expects and looks forward to security of service spread over a long period, but retrenchment destroys his expectations. The object of retrenchment compensation is therefore to give partial protection to the retrenched employee to enable him to tide over the period of unemployment. Loss of service due to closure stands on the same footing as loss of service due to retrenchment, for in both cases, the employee is thrown out of employment suddenly and for no fault of his and the hardships which he has to face are, whether unemployment is the result of retrenchment or closure of business, the same. Here, it should be relevant to reproduce section 25-FFF of the Act which reads thus:

25-FFF. Compensation to workmen in case of closing down of undertakings:

- (1) Where an undertaking is closed down for any reason whatsoever, every workman who has been in continuous service for not less than one year in that undertaking immediately before such closure shall, subject to the provisions of sub- section (2), be entitled to notice and compensation in accordance with the provisions of section 25F, as if the workman had been retrenched: Provided that where the undertaking is closed down on account of unavoidable circumstances beyond the control of the employer, the compensation to be paid to the workman under clause (b) of section 25F shall not exceed his average pay for three months.¹ Explanation.-- An undertaking which is closed down by reason merely of--
 - (i) financial difficulties (including financial losses); or
 - (ii) accumulation of undisposed of stocks; or
 - (iii) the expiry of the period of the lease or licence granted to it; or
 - (iv) in a case where the undertaking is engaged in mining operations, exhaustion of the minerals in the area in which such operations are carried on; shall not be deemed to be closed down on account of unavoidable circumstances beyond the control of the employer within the meaning of the proviso to this sub- section".

16. Section 25-FFF deals with compensation, payable to workmen, in the case of closure of undertakings. Sub-section (1), thereof, stipulates that, where an undertaking is closed down for any reason whatsoever, every workman, who has been in continuous service of one year, or more, in the said undertaking, immediately preceding the closure, shall be entitled to (i) notice, and (ii) compensation, in accordance with the provisions of Section 25-F, as if he had been retrenched. The proviso to the said sub-section, however, excepts the applicability of the sub-section to cases where the closure of the undertaking is attributable to "unavoidable circumstances beyond the control of the employer". In such cases, the proviso ordains that the compensation, payable to the workmen, would not exceed his average pay for three months. The explanation, following the said proviso, deems closure of an undertaking, merely for the following reasons, not to amount to closure "on account of unavoidable circumstances beyond the control of the employer. By the plain reading of proviso of Section 25-FFF(1), the right to notice and compensation for termination of employment flows from closure of the undertaking; the clause does not seek to make closure effective upon payment of compensation and upon service of notice or payment of wages in lieu of notice. An employer proposing to close his undertaking may serve notice of termination of employment and if he fails to do so, he becomes liable to pay wages for the period of notice. On closure of an undertaking, the workmen are undoubtedly entitled to notice and compensation in accordance with Section 25-F as if they had been retrenched, i.e. the workmen are entitled beside compensation to a month's notice or wages in lieu of such notice, but by the use of the words "as if the workman

had been retrenched the legislature has not sought to place closure of in undertaking on same footing as retrenchment under Section 25-F. By Section 25-F, a prohibition against, retrenchment until the conditions prescribed by that section are fulfilled is imposed; by Section 25-FFF(1), termination of employment on closure of the undertaking without payment of compensation and without either serving notice or paying wages in lieu of notice, is, not prohibited. Payment of compensation and payment of wages for the period of notice are not therefore conditions precedent to closure." The Hon'ble Supreme Court, in a most celebrated judgment delivered way back in 1960, laid emphasis on the payment of additional compensation by asserting and analyzing the provisions of section 25-FFF of the Act. As such the Hon'ble Supreme Court in a case titled as **M/s Hathi Singh Mfg. Co. Ltd and Others Vs. Union of India and Ors. Decided on 14.4.1960, AIR 1960 SC 923, 1960 SCR (3) 528** held as under:

"Closure of an industrial undertaking involves termination of employment of many employees, and throws them into the ranks of the unemployed, and it is in the interest of the general public that misery resulting from unemployment should be redressed. In *Indian Hume Pipe Co. Ltd. v. Workmen* 1960(2) SCR 32 this Court considered the reasons for awarding compensation under Section 25-F (though not its constitutionality). It was observed that retrenchment compensation was intended to give the workmen some relief and to soften the rigour of hardship which retrenchment brings in its wake when the retrenched workman is suddenly and without his fault thrown on the streets, to face the grim problem of unemployment. It was also observed that the workman naturally expects and looks forward to security of service spread over a long period, but retrenchment destroys his expectations. The object of retrenchment compensation is therefore to give partial protection to the retrenched employee to enable him to tide over the period of unemployment. Loss of service due to closure stands on the same footing as loss of service due to retrenchment, for in both cases, the employee is thrown out of employment suddenly and for no fault of his and the hardships which he has to face are, whether unemployment is the result of retrenchment or closure of business, the same. If the true basis of the impugned provision is the achievement of social justice, it is immaterial to consider the motives of the employer or to decide whether the closure is bona fide or otherwise. Wages in lieu of notice are normally inadequate compensation for loss of employment in an industrial undertaking. Having regard to the prevailing conditions in the employment market, it would be difficult for the workman thrown out of employment to secure employment similar to the one terminated within one month, and therefore the Parliament has thought it proper to provide for payment of additional compensation besides wages in lieu of notice. The provision for payment of such compensation in addition to wages in lieu of notice cannot therefore be characterised as unreasonable."

Compensation rated to the length of service of the employee is also not unreasonable. An employee remaining employed in an industry for an appreciable length of time acquires experience and some degree of aptitude in the branch in which he is employed and his experience in that branch qualifies him to promotion and to receive wages at a higher level. By his continued employment, he reaches seniority in the cadre of employment with chance of promotion, the benefit of which he losses by sudden termination of employment. The workman on termination of employment, may have to complete for employment at a lower level in branches to which he may be by experience or aptitude, not fitted, or to seek employment in a job similar to the one terminated at a lower level. If in the light of these consideration, the legislature has related the compensation payable on termination of employment to the period of service of the employee, the provis cannot be regraded as unreasonable.

17. Therefore, keeping in view the proviso of section 25-FFF and recent trends, more particularly much after the year 2007 shows that grant of compensation in lieu of reinstatement has

gained precedence, more particularly, where the services of the workmen have been terminated because of procedural defects. In the case in hand too the termination is found to be illegal in view of the provisions of the Act, the interest of justice would thus be met, in case the petitioner is granted compensation in lieu of reinstatement thereof. In this behalf support can ably be drawn from the judgment of the Hon'ble Supreme Court titled as **Bharat Sanchar Nigam Ltd. Vs. Bhurumal (2014) 7 SCC 177** and further reiterated lately in **P. Karupaiah (dead) through Legal Representatives Vs. General Manager, Thruuvalluvar Transport Corporation Ltd. (2018) 12 SCC 663** and **Rashtrasant Tukdoji Maharaj Technical Education Samnsthana, Nagpur Vs. Prashant Manikrao Kubitkar (2018) 12 SCC 294**.

18. Thus, from a careful examination of the entire pleadings and evidence of the case leading to the peculiar facts, circumstances and evidence vis-à-vis having gone through the rival contention of the Learned counsel for the parties, keeping in view the mandate of Hon'ble Apex Court in various judgments referred to above, the respondent company is directed to pay a lump sum compensation amount of Rs. 25,000/- as compensation to the petitioner. Accordingly both these issues are decided in favour of the petitioner and against the respondent.

RELIEF

19. For the foregoing reasons discussed hereinabove supra, the respondent is directed to pay an amount of ₹ 25,000/- (₹Twenty Five Thousand only) to the petitioner as lump sum compensation, in lieu of closure of the respondent establishment. The amount shall be paid within sixty days from the announcement of award failing which the respondent shall pay interest @ 9% per annum till the realization of the amount. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. File, after completion, be consigned to records.

27. The reference is answered in the aforesaid terms.

Ordered accordingly.

Announced in the open Court today this 16th day of March, 2022.

Sd/-
RAJESH TOMAR,
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

IN THE COURT OF SHRI RAJESH TOMAR, PRESIDING JUDGE H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA

Reference Number	:	106 of 2018
Instituted on	:	2-6-2018
Decided on	:	16-3-2022

Banwari Lal S/o Shri Amar Dev Sharma R/o Village Kotlu, P.O. Bhumti, Tehsil Arki
District Solan, H.P. . .Petitioner.

versus

M/s Astral Politech Ltd, Village Bated, P.O Barotiwala, Tehsil Baddi, District Solan, H.P. through the Factory Manager. . .Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Ms. Deepa Suman, Advocate.

For the Respondent : Shri Rajiv Sharma, Advocate.

AWARD

The following reference petition has been, received from the Appropriate Government for final adjudication:

“Whether demand of Shri Banwari Lal s/o Shri Amar Dev Sharma, Village Kotlu, P.O. Bhumti, Tehsil Arki, District Solan, HP for reinstatement of his services and payment of salary from 14.4.2015 onwards, before the management of M/s Astral Poly Technik Ltd., Village Bated, P.O Barotiwala, Tehsil Baddi, District Solan, HP after receiving full and final amount of Rs. 86398/- from the above management is legal and justified? If yes, what relief the above aggrieved workman is entitled to from the said management and if not, its effect?”

2. On receipt of the said reference from the appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed the statement of claim.

3. Briefly stated facts of the petitioner as disclosed in the statement of claim thus that the petitioner was appointed as helper by the respondent in the year 2006 and worked continuously till 2015 on monthly salary of Rs. 8200/. Thereafter the services of the petitioner were terminated without assigning any reason and that too without giving any notice. He has worked continuously and completed 240 days in preceding twelve calendar months. The juniors were engaged by the respondent. The non-issuance of notice prior to his termination is a clear cut violation of the provisions of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act). The petitioner requested several times for his re-engagement but to no avail. In the footnote of the claim petition, the following prayer clause has been appended:

“It is therefore prayed that keeping in view the aforesaid submissions the respondent be directed to reengage the petitioner/claimant with all consequential benefits and seniority”.

4. The lis was resisted and contested by the respondent by filing written reply wherein preliminary objections regarding maintainability, not a proper reference and not come to the Court with clean hands. On merits, it is contended that it is submitted that the respondent gave notice to the State of Himachal Pradesh through Secretary, having the power to prosecute the respondent. The respondent has closed its unit as per the provisions of the Act w.e.f. 15.6.2015. As provided under section 25-FFF of the Act by giving all benefits dismissed its employees. The respondent also offered job to its employees as an alternate in Gujrat. The majority of workers and staff which are 68 in number opted for resignation on full & final settlement payment. Near about 22 of its employees filed an injunction application in the Court of Ld. Civil Judge, Junior Division but the Court dismissed the application *vide* order dated 11.4.2015. Out of 22 workers 14 were paid full & final payment who have withdrawn the same. The remaining 8 workers were paid in cheque through registered post. The petitioner did not approached the Court with clean hands. All the

employees opted for their full & final amount as per the Certified Standing Orders and provisions of the Act. It is therefore prayed that the claim petition be dismissed.

5. While filing rejoinder, the petitioner controverted the averments made thereto in the reply and reaffirmed and reiterated those in the statement of claim.

6. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination *vide* Court order dated 8.8.2019.

1. Whether the termination of the petitioner w.e.f. 14.4.2015 is violative of the provisions of section 25-F, 25-G and 35-H of the Industrial Disputes Act, as alleged. If so, to what relief the petitioner is entitled to? ..OPP.

2. Whether the claim petition is not maintainable as the unit is already stated to have been closed under the provisions of section 25-FFA of the Industrial Disputes Act, as alleged? If so its effect thereto? ..OPR.

3. Relief

7. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

8. Arguments of the Learned Counsel for the petitioner as well as Learned Counsel for respondent were heard and gone through the case record with minute care, caution circumspection.

9. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No.1 : Partly Yes.

Issue No.2 : No.

Relief : Reference is partly allowed, as per operative part of the Award.

REASONS FOR FINDINGS

ISSUES NO. 1 & 2

10. Being interlinked and inter-connected both these issues are taken up together for discussion and decision.

11. In order to substantiate its case, the petitioner namely Shri Banwari Lal, appeared into the witness box as (PW-1) and tendered in evidence his sworn in affidavit (PW-1/A) wherein he reiterated almost all the averments as stated in the claim petition. In cross-examination he denied that the respondent had issued a notice to the State for the closure of the unit on 10.4.2015. He admitted that a notice of closure had been affixed on the notice board of the factory. He admitted that an amount of Rs. 57,940/- had been credited into his account on 15.6.2015. He denied that the amount due and payable under the law had been paid to him.

12. On the other hand, the respondent examined one Shri Sanjay Shah, Senior Manager as (RW-1), who tendered in evidence his affidavit (RW-1/A) where in reiterated the same averments as made in the reply. He also tendered in evidence notice dated 10.4.2015 (RW-1/B), gratuity (RW-

1/C), statement of account agreement (RW-1/D), detail of compensation (RW-1/E), the statement of corporation bank dated 29.6.2015 (RW-1/F) and letter to labour officer dated 9.6.2017 (RW-1/G). In cross-examination he denied that the factory was closed firstly and thereafter the notices were pasted. He further denied that the prior intimation/information were not given to the workers before closing the factory. He also denied that the petitioner was not adequately compensated. He denied that full & final payment was not credited into the account of the petitioner.

13. Before, I proceed further, it is important to mention here that as per the plea taken by the respondent company, they had closed its unit as per the provisions of the Act. At this stage it would be relevant to reproduce the section 25-FFA which reads thus:

“(1) An employer who intends to close down an undertaking shall serve, at least sixty days before the date on which the intended closure is to become effective, a notice, in the prescribed manner, on the appropriate Government stating clearly the reasons for the intended closure of the undertaking: Provided that nothing in this section shall apply to—

- (a) an undertaking in which—
 - (i) less than fifty workmen are employed, or
 - (ii) less than fifty workmen were employed on an average per working day in the preceding twelve months,
- (b) an undertaking set up for the construction of buildings, bridges, roads, canals, dams or for other construction work or project.

14. Verily, it is a matter of common knowledge that the closing down of one undertaking as per the provisions of the Act, the employer shall give a notice in the prescribed manner to the appropriate Government which shall be at least sixty days before the date on which the intended closure is to be effected. Admittedly, the closing down of an undertaking shall be restricted to certain grounds *i.e.* financial difficulties (including financial losses), or accumulation of undisposed of stocks; or the expiry of the period of the lease or licence granted to it etc. The notice issued to the Government of Himachal Pradesh dated 10.4.2015 including the statement of reasons. The petitioner feigned ignorance that the respondent had approached the State of Himachal Pradesh for closing down of its undertaking, however, he admitted that a notice of closure has been affixed in the conspicuous part of the factory. He also admitted the receipt of full & final amount. According to the respondent, it is pleaded that the petitioner was paid his full & final legal dues which includes the retrenchment amount, leave encashment, bonus and net wages through cheque. It is pleaded that the petitioner was working as a helper and have been paid retrenchment compensation and all his legal dues amounting to Rs. 86,368/- . The reference received from the appropriate government is to consider the demand of the petitioner for his reinstatement in service and payment of salary from 14.9.2015 after receiving the full & final payment from the respondent management. The case pleaded from the side of the petitioner is that he had given his best performance and there was no complaint regarding his work and conduct. He had put in continuous service, however, the respondent has illegally and unreasonably terminated the services of the petitioner. The petitioner submitted several representations to the respondent for his re-engagement but the respondent failed to re-engage the services of the petitioner.

15. Admittedly, the closure of an undertaking includes termination employee of many employees and throw them into the ranks unemployed and it is in the interest of the general public that misery resulting from unemployment should be redressed. There is no doubt about the fact that the petitioner was paid retrenchment compensation in all his legal dues. However, this Court

considered the reason for awarding compensation. In my opinion, retrenchment compensation was intended to give the workmen some relief and to soften the rigour of hardship which retrenchment brings in its wake when the retrenched workman is suddenly and without his fault thrown on the streets, to face the grim problem of unemployment. It was also observed that the workman naturally expects and looks forward to security of service spread over a long period, but retrenchment destroys his expectations. The object of retrenchment compensation is therefore to give partial protection to the retrenched employee to enable him to tide over the period of unemployment. Loss of service due to closure stands on the same footing as loss of service due to retrenchment, for in both cases, the employee is thrown out of employment suddenly and for no fault of his and the hardships which he has to face are, whether unemployment is the result of retrenchment or closure of business, the same. Here, it should be relevant to reproduce section 25-FFF of the Act which reads thus:

25-FFF. Compensation to workmen in case of closing down of undertakings:

- (1) Where an undertaking is closed down for any reason whatsoever, every workman who has been in continuous service for not less than one year in that undertaking immediately before such closure shall, subject to the provisions of sub-section (2), be entitled to notice and compensation in accordance with the provisions of section 25F, as if the workman had been retrenched: Provided that where the undertaking is closed down on account of unavoidable circumstances beyond the control of the employer, the compensation to be paid to the workman under clause (b) of section 25F shall not exceed his average pay for three months.¹ Explanation.--An undertaking which is closed down by reason merely of—
 - (i) financial difficulties (including financial losses); or
 - (ii) accumulation of undisposed of stocks; or
 - (iii) the expiry of the period of the lease or licence granted to it; or
 - (iv) in a case where the undertaking is engaged in mining operations, exhaustion of the minerals in the area in which such operations are carried on; shall not be deemed to be closed down on account of unavoidable circumstances beyond the control of the employer within the meaning of the proviso to this sub- section".

16. Section 25-FFF deals with compensation, payable to workmen, in the case of closure of undertakings. Sub-section (1), thereof, stipulates that, where an undertaking is closed down for any reason whatsoever, every workman, who has been in continuous service of one year, or more, in the said undertaking, immediately preceding the closure, shall be entitled to (i) notice, and (ii) compensation, in accordance with the provisions of Section 25-F, as if he had been retrenched. The proviso to the said sub-section, however, excepts the applicability of the sub-section to cases where the closure of the undertaking is attributable to "unavoidable circumstances beyond the control of the employer". In such cases, the proviso ordains that the compensation, payable to the workmen, would not exceed his average pay for three months. The explanation, following the said proviso, deems closure of an undertaking, merely for the following reasons, not to amount to closure "on account of unavoidable circumstances beyond the control of the employer. By the plain reading of proviso of Section 25-FFF(1), the right to notice and compensation for termination of employment flows from closure of the undertaking; the clause does not seek to make closure effective upon payment of compensation and upon service of notice or payment of wages in lieu of notice. An employer proposing to close his undertaking may serve notice of termination of employment and if he fails to do so, he becomes liable to pay wages for the period of notice. On closure of an

undertaking, the workmen are undoubtedly entitled to notice and compensation in accordance with Section 25-F as if they had been retrenched, i.e. the workmen are entitled beside compensation to a month's notice or wages in lieu of such notice, but by the use of the words "as if the workman had been retrenched the legislature has not sought to place closure of in undertaking on same footing as retrenchment under Section 25-F. By Section 25-F, a prohibition against, retrenchment until the conditions prescribed by that section are fulfilled is imposed; by Section 25-FFF(1), termination of employment on closure of the undertaking without payment of compensation and without either serving notice or paying wages in lieu of notice, is, not prohibited. Payment of compensation and payment of wages for the period of notice are not therefore conditions precedent to closure." The Hon'ble Supreme Court, in a most celebrated judgment delivered way back in 1960, laid emphasis on the payment of additional compensation by asserting and analyzing the provisions of section 25-FFF of the Act. As such the Hon'ble Supreme Court in a case titled as **M/s Hathi Singh Mfg. Co. Ltd and Others Vs. Union of India and Ors. Decided on 14.4.1960, AIR 1960 SC 923, 1960 SCR (3) 528** held as under:

"Closure of an industrial undertaking involves termination of employment of many employees, and throws them into the ranks of the unemployed, and it is in the interest of the general public that misery resulting from unemployment should be redressed. In *Indian Hume Pipe Co. Ltd. v. Workmen* 1960(2) SCR 32 this Court considered the reasons for awarding compensation under Section 25-F (though not its constitutionality). It was observed that retrenchment compensation was intended to give the workmen some relief and to soften the rigour of hardship which retrenchment brings in its wake when the retrenched workman is suddenly and without his fault thrown on the streets, to face the grim problem of unemployment. It was also observed that the workman naturally expects and looks forward to security of service spread over a long period, but retrenchment destroys his expectations. The object of retrenchment compensation is therefore to give partial protection to the retrenched employee to enable him to tide over the period of unemployment. Loss of service due to closure stands on the same footing as loss of service due to retrenchment, for in both cases, the employee is thrown out of employment suddenly and for no fault of his and the hardships which he has to face are, whether unemployment is the result of retrenchment or closure of business, the same. If the true basis of the impugned provision is the achievement of social justice, it is immaterial to consider the motives of the employer or to decide whether the closure is bona fide or otherwise. Wages in lieu of notice are normally inadequate compensation for loss of employment in an industrial undertaking. Having regard to the prevailing conditions in the employment market, it would be difficult for the workman thrown out of employment to secure employment similar to the one terminated within one month, and therefore the Parliament has thought it proper to provide for payment of additional compensation besides wages in lieu of notice. The provision for payment of such compensation in addition to wages in lieu of notice cannot therefore be characterised as unreasonable."

Compensation rated to the length of service of the employee is also not unreasonable. An employee remaining employed in an industry for an appreciable length of time acquires experience and some degree of aptitude in the branch in which he is employed and his experience in that branch qualifies him to promotion and to receive wages at a higher level. By his continued employment, he reaches seniority in the cadre of employment with chance of promotion, the benefit of which he losses by sudden termination of employment. The workman on termination of employment, may have to complete for employment at a lower level in branches to which he may be by experience or aptitude, not fitted, or to seek employment in a job similar to the one terminated at a lower level. If in the light of these consideration, the legislature has related the compensation payable on termination of employment to the period of service of the employee, the provis cannot be regraded as unreasonable.

17. Therefore, keeping in view the proviso of section 25-FFF and recent trends, more particularly much after the year 2007 shows that grant of compensation in lieu of reinstatement has gained precedence, more particularly, where the services of the workmen have been terminated because of procedural defects. In the case in hand too the termination is found to be illegal in view of the provisions of the Act, the interest of justice would thus be met, in case the petitioner is granted compensation in lieu of reinstatement thereof. In this behalf support can ably be drawn from the judgment of the Hon'ble Supreme Court titled as **Bharat Sanchar Nigam Ltd. Vs. Bhurumal (2014) 7 SCC 177** and further reiterated lately in **P. Karupiah (dead) through Legal Representatives Vs. General Manager, Thruuvalluvar Transport Corporation Ltd. (2018) 12 SCC 663** and **Rashtrasant Tukdoji Maharaj Technical Education Samnsta, Nagpur Vs. Prashant Manikrao Kubitkar (2018) 12 SCC 294.**

18. Thus, from a careful examination of the entire pleadings and evidence of the case leading to the peculiar facts, circumstances and evidence vis-à-vis having gone through the rival contention of the Learned counsel for the parties, keeping in view the mandate of Hon'ble Apex Court in various judgments referred to above, the respondent company is directed to pay a lump sum compensation amount of Rs. 25,000/- as compensation to the petitioner. Accordingly both these issues are decided in favour of the petitioner and against the respondent.

RELIEF

19. For the foregoing reasons discussed hereinabove supra, the respondent is directed to pay an amount of ` 25,000/- (Twenty Five Thousand only) to the petitioner as lump sum compensation, in lieu of closure of the respondent establishment. The amount shall be paid within sixty days from the announcement of award failing which the respondent shall pay interest @ 9% per annum till the realization of the amount. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

27. The reference is answered in the aforesaid terms.

Ordered accordingly.

Announced in the open Court today this 16th day of March, 2022.

Sd/-
 RAJESH TOMAR,
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

IN THE COURT OF SHRI RAJESH TOMAR PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA

Reference Number : 169 of 2018
 Instituted on : 5-10-2018
 Decided on : 16-3-2022

Vipin Chand S/o Shri Rattan Chand VPO Thathal, Tehsil Amb, District Una, HP through
 Shri JC Bhardwaj, President HP AITUC HQ, D-1 3rd Floor, City Centre Plaza, Near District
 Courts Solan, H.P. . .Petitioner.

versus

M/s Indo Farm Equipments Ltd., Export Promotion Park Phase-II, Baddi, 173205, District Solan, HP through its Managing Director. . .Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Shri J.C. Bhardwaj, AR.

For the Respondent : Shri D.K. Kaushal, Advocate.

AWARD

The following reference petition has been, received from the Appropriate Government for final adjudication:

“Whether dismissal of the services of Shri Vipin Chand S/o Shri Rattan Chand Village & P.O Thathal, Tehsil Amb, District Una, HP w.e.f. 2.12.2016 by the management of M/s Indo Farm Equipments Ltd., Export Promotion Park Phase-II, Baddi, 173205, District Solan, HP without complying with the provisions of the Industrial Disputes Act, 1947, as alleged by the workman is legal and justified? If not, what amount of back-wages, reinstatement, seniority, past service benefits and compensation, the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed the statement of claim.

3. Briefly stated facts of the petition as disclosed from the statement of claim thus that he was appointed as operator during the month of October 2010 on monthly salary of Rs. 11,115/- along-with other benefits. He was illegally terminated from service on the pretext that during the course of employment he was forced to sign the resignation which was obtained by them forcibly. The petitioner made complaint to the concerned SHO who refused to entertain his complaint. The resignation was obtained against his will which holds no sanctity in the eyes of law. The impugned order of termination was pre-planned conspiracy with malafide design as the respondent intended to dispense with the services of the petitioner. The petitioner had worked for more than 240 days and remained in continuous service till his termination. The termination of the petitioner on so called resignation in a forcible manner without issuing any notice and retrenchment compensation and without complying with the provisions of sections 25-B, 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). The action of the respondent management is also stated to be in contravention of the provisions of section 2-oo of the Act. In the footnote of the claim petition, the petitioner prayed for the following relief:

4. Now, it is therefore prayed that your honour may kindly be pleased to award reinstatement to the petitioner/workman in the services of the respondent company by declaring the termination null, void and inoperative by the respondent on 2.12.2016 from service with full back-wages, seniority and other consequential service benefits throughout with costs.

5. By filing reply, the respondent contested the claim petition by asserting therein that the petitioner joined the company in the month of October, 2009. He absented from duties w.e.f. 16.8.2016 without any permission or sanctioned leave. Letters dated 16.9.2016 and 25.11.2016 were written to him. The petitioner submitted his resignation on 2.12.2016, which was accepted and thereafter in the shape of two cheques amount of Rs. 7385/- and 22244/- were sent as full & final

payment. The cheques were received back with the remarks that addressee not found. Again fresh cheques were prepared and sent but received back undelivered. Thereafter the cheque amount was deposited in the Bank Account of the petitioner. It is denied that the resignation was obtained forcibly. There is no violation of any of the provisions of law. It is therefore prayed that the reference be answered in favour of the respondent.

6. While filing rejoinder, the petitioner controverted the averments made thereto in the reply and reaffirmed and reiterated those in the statement of claim.

7. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination vide Court order dated 26.7.2019.

1. Whether the termination of the petitioner w.e.f. 2.12.2016 is illegal being violative of the provisions of the Industrial Disputes Act as alleged? If so, to what relief the petitioner is entitled to? *..OPP.*

2. Relief

8. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

9. Arguments of the Learned Counsel for the petitioner as well as Learned Counsel for respondent were heard and gone through the case record with minute care, caution circumspection.

10. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No.1 : Partly Yes.

Relief : Reference is partly allowed per operative part of the Award.

REASONS FOR FINDINGS

ISSUE NO.1.

11. In order to substantiate its case, the petitioner namely Shri Vipin Chand stepped into the witness box as PW-1 and tendered into evidence his affidavit (PW-1/A) wherein he reiterated the contents of his statement of claim. He also filed certain documents purportedly in support of his claim which are detail of pass-book (PW-1/B) and copy of complaint made to SHO Baddi Mark P-1. In his cross-examination he admitted that he was absent from duty w.e.f. 16.8.2016. He denied that he had not informed the respondent about his absence. He denied that the respondent had sent a notice for his unauthorized absence on 16.9.2016 and 25.11.2016 at his postal address. He further denied that he had tendered a written resignation wilfully. He also denied that the respondent sent two cheques amounting to Rs. 22244/- and Rs. 7385/- through registered post on his permanent address. He admitted that the aforesaid two amounts had been deposited by the respondent company in his account. He volunteered that the amounts were got cancelled by the respondent company on the same date.

12. On the other hand, the respondent company examined one Shri Sanjay Kumar, Sr. Executive with respondent company as (RW-1) who has tendered in evidence his affidavit (RW-1/A). He also tendered in evidence appointment letter dated 26.10.2009 (RW-1/B), absence notice dated 16.9.2016 (RW-1/C), notice dated 25.11.2016 (RW-1/D), copy of envelope (RW-1/E), copy of resignation letter dated 2.12.2016 (RW-1/F), letter dated 23.12.2016 (RW-1/G), letter dated

30.5.2017 (RW-1/H), copy of envelope (Ex. RW-1/J), copy of counter file (RW-1/K) and (RW-1/L).

13. In cross-examination, he denied that the petitioner had left the office by seeking permission to avail leave. He further denied that the petitioner was not allowed to join his duty who had been appearing continuously in the company office. He also denied that the signatures of the petitioner were obtained forcibly on blank paper which was later on prepared as resignation letter. He admitted that no acceptance letter regarding the acceptance of resignation has been issued to the petitioner. He denied that the payment made to the petitioner for his dues was not credited in to his account and the same was stopped by the company and it was refunded to the company's account. He admitted that no show cause notice was issued to the petitioner regarding his wilful absence. He admitted that no enquiry was conducted in this case. He denied that the petitioner was asked to sing the resignation letter forcibly and he was retrenched from the service forcibly.

14. Shri J.C Bhardwaj, AR for the petitioner contended with vehemence that the respondent company had taken resignation from the petitioner under pressure to which the petitioner had lodged a complaint with the concerned SHO but no action has been taken on the complaint of the petitioner. He further argued that since the petitioner had completed 240 days and his services were terminated without following the mandatory provisions of the Act which is totally illegal. It is therefore prayed that the petitioner be reinstated in service with all consequential service benefits including back-wages. He has relied upon the case law laid down by the Hon'ble Supreme Court in case titled as **Harjinder Singh Vs. Punjab State Warehousing Corporation, 2010-II-LLJ-227 (SC), State of Karnataka and Ors Vs. Ganapathi Chaya Nayak and Ors. 2010-II-LLJ-293 (SC), Nicholas Piramal India Ltd. Vs. Harising, 2015 LLR 561, Jayantibhai Raojibhai Patel Vs. Municipal Council, Narkhed and Ors, Civil Appeal No. 6188 of 2019 and Management of Eurofood Pvt. Ltd. Vs. S.Rajulu 2008 LLR 561.**

15. Per contra, Shri D.K Kaushal, Advocate for the respondent contended that the petitioner himself has tendered his resignation which was duly accepted. He was paid full & final settlement amount. The case of the petitioner is not covered under the provisions of the Act. It is therefore prayed that the petition be dismissed.

16. I have given my best anxious considerable thought to the respective submissions of the Learned Counsel for the respondent and Ld. Authorized Representative for petitioner and have also scrutinized the entire case record with minute care, caution and circumspection.

17. Verily, it is an admitted position on the record that the petitioner was engaged as operator-cum-machinist by the respondent during the month of October 2010, which is otherwise proved from the perusal of appointment letter whereby the petitioner was engaged. The parties are not at all at the variance that the petitioner had worked as such till 2.12.2016. The case pleaded from the side of the respondent that the petitioner had remained absent from duty unauthorisedly without any permission or sanctioned leave. He has been issued letters dated 16.9.2016 (RW-1/C) and 25.11.2016 (RW-1/D) in this regard. Further, the case pleaded from the side of the respondent is that the resignation was tendered freely and voluntarily by the petitioner.

18. On the contrary, it is pleaded from the side of the petitioner that the resignation was forcibly obtained by implying undue pressure and abuses to him. The first and foremost point which comes to the fore for determination is whether the petitioner has tendered his resignation voluntarily or it has been obtained forcibly.

19. It is a matter of common parlance that obtaining of a resignation forcibly as raised from the side of the petitioner which requires to be proved by him like any other fact. Simply

because a workman fails to report for duty it cannot be presumed that he had abandoned or left the job. The issuance of letters dated 16.9.2016 and 25.11.2016 cannot be treated as presumption that the petitioner had left or abandoned the job. It is pleaded from the side of the respondent that the petitioner tendered his resignation on 2.12.2016 voluntarily. On the other hand, it was pleaded that the petitioner was compelled to tender his resignation by obtaining his signatures. The petitioner has categorically stated in para -1 of his affidavit that he made a complaint to SHO concerned regarding the same fact but the SHO refused to accept the complaint. The copy of complaint has been placed on record as Mark PC, which is dated 5.12.2016. The respondent placed on record the resignation letter dated 2.12.2016 (RW-1/F) which shows that the petitioner had asked the respondent to resign from work for some reason. The non-assigning of reason clearly pinpoint and revises of question mark. Even if for the same of arguments, it is assumed that the petitioner had submitted the resignation voluntarily then I failed to understand that why he was not intimated separately regarding the acceptance and what was the need to write on the letter asking HR department to please accept and do needful as per company policy. What raise the eyebrow of this Court that after treating the letter dated 2.12.2016 as resignation letter, the petitioner was paid two cheques vide letters dated 23.12.2016 and 30.5.2017 (RW-1/G) and (RW-1-H) respectively. It is also shown from the side of the respondent that full & final payment vide comfort file *RW-1/K) and (RW-1/L) was deposited in the bank account of the petitioner. However, the statement of account placed on record from the side of the petitioner (PW-1/B) discloses the fact that a sum of Rs. 22244/- and 7385/- vide cheque no. 046584 and 201705 were deposited in the account of the petitioner on 29.6.2017 but the same were withdrawn by the respondent on the same day and the amount has been returned back. Such entry is reflected from the statement of account.

20. In my humble opinion, no prudent man could have arrived at the conclusion that once after accepting the resignation letter the employee was paid full & final payment and thereafter the full & final amount was withdrawn. Resignation letter dated 2.12.2016, which was disputed from the side of the petitioner vide complaint dated 5.12.2016 could not have been said to be tendered out of free will voluntarily and volition. It is proved that the petitioner had complained to the concerned SHO for obtaining his signatures forcibly on the resignation letter and raised the issue that he was forced to resign from employment. In all circumstances, this Court could have reached to an inescapable conclusion that the resignation was a forced resignation. The so called resignation was referred to the HR department for its acceptance and do the needful as per the company policy, however, there is no such communication has been placed either on record or conveyed to the petitioner that the resignation was duly accepted. In the absence of any evidence on record this Court is very much satisfied about the factual aspect of resignation not tendered in normal circumstances without assigning any reason. The respondent company has failed to produce on record any ocular or documentary evidence that the petitioner workman had resigned from service voluntarily. In the absence of any proper communication on record, except referring the resignation for acceptance, inference can be drawn that the resignation was not voluntarily made and it was accepted in the proper manner.

21. So far as concerning the question raised by the workman that his services were illegally terminated by the respondent because of forced resignation. Here, I am fortified by the decision of Hon'ble High Court of Bombay, in case titled as **Shiram Swami Shikshan Sanstha, vs Education Officer, Zilla decided on 24 February, 1983, 1983 (85) Bombay Law Reporter 288, wherein it was held as under:**

"We have, therefore, to consider the question whether the employee can move the Tribunal under S. 9 of the Act in the case of an alleged forced resignation. The language used in S. 9 of the Act covers not only dismissal and removal but all forms of termination of service. On behalf of the petitioner, a decision of the Karnataka High Court in M/s. Southern Roadways Ltd., Bangalore *v. Padmanabhan*, (1979 Lab I.C. 234) arising under the provisions of

the Industrial Disputes Act, 1947, is relied upon to show that the phraseology "or otherwise terminates the services" covers the case of forced resignation and, therefore, a reference under S. 2-A read with S. 10 of the Act is maintainable in the case of a forced resignation. We feel that it is a well settled proposition of law that a forced resignation, which means a resignation not voluntarily given by the employee but is brought about by force, duress or in any other manner by the employer is by the act of the employer. In substance the contract of service comes to an end in such case by the action on the part of the employer. It, therefore, amounts to termination of service by the employer. In the decision of the Karnataka High Court (cited supra), the Court was considering the phraseology "otherwise terminates the services" used in S. 2-A of the Industrial Disputes Act, 1947. A similar phraseology is used in S. 9(1) of the Act. We are in agreement with the view taken by the Karnataka High Court in the decision cited supra. We are supported in this view also by an old decision by the Additional Judicial Commissioner in *Abraham Reuben v. Karachi Municipality* (A.I.R. 1929 Sin. 69), which has relied upon an English decision in *Stephenson v. London Joint Stock Bank Ltd.* (1903) 52 W.R. 183). We therefore, hold that the phraseology "whose services are otherwise terminated" used in S. 9(1) of the Act covers cases of forced resignation and, therefore, in such matters, an employee can move the Tribunal under S. 9(1) of the Act.

22. In the instant case, before tendering the resignation by the petitioner, the respondent company was duty bound to prove the fact that the petitioner workman remained absent from his duties. The mere writing of a letter in the shape of resignation dated 2.12.2016, without accepting the same cannot be treated as a resignation letter. Though, it is argued that after accepting the resignation vide letter dated 2.12.2016, the petitioner was issued another letter on 30.12.2016. I am estounded to see that no such letter has been placed on record. Admittedly, the issuance of full & final payment vide letters dated 23.12.2016 and 30.5.2017, were shown to have been written to the petitioner. It is pleaded that both the letters were returned back. There is near about six months gap in issuing both the letters. Again it is pleaded that the full & final payment was deposited in the bank account of the petitioner through cheques vide receipt dated 27.6.2017 which is almost after one year of issuance of letter (RW-1/G). The fact of the matter that the petitioner workman had raised the issue that it was a case of forceful resignation to which he approached the concerned SHO who did not take any action to his complaint. The letter dated 5.12.2017 proved that the petitioner had challenged the resignation letter tendered out of his freewill and violation.

23. Admittedly, the petitioner had been working in the employment of respondent as operator-cum-machinist w.e.f. October, 2010 till 2.12.2016 and he rendered continuous service of 240 days in each calendar year.

24. Section 25-B of the Act defines "continuous service". In terms of Sub Section (2) of Section 25-B that if a workman during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer 240 days within a period of one year, he will be deemed to be in continuous service. The burden of proof is on the petitioner to show that he had worked for 240 days in preceding twelve calendar months prior to his alleged retrenchment. The law on this issue is well settled. In *R.M. Yellatty vs. Assistant Executive Engineer*, (2006) 1 SCC 106, it has been laid by the Hon'ble Supreme Court that the burden of proof is on the claimant to show that he had worked for 240 days in a given year.

25. Applying the principles laid down in the above case by the Hon'ble Supreme Court, it was required of the petitioner to establish on record that he had worked continuously for a period 240 days in a block of twelve calendar months anterior to the date of his alleged termination, which as per the reference took place in the February, 2004. No such record is there on the file to establish that the petitioner had worked continuously for a period of 240 days in a block of twelve calendar

months prior to the date of his alleged termination, as envisaged under Section 25-B of the Act. Therefore, the provisions of Section 25-F of the Act are attracted in this case which admittedly have not been followed by the respondent.

26. Now, the question which arises for consideration, before this Court is as to whether the petitioner is entitled to full back wages as contended by the learned counsel for the petitioner. In case titled as **Kanpur Electricity Supply Company Limited Vs. Shamim Mirza, (2009) 1 SCC 20**, the Hon'ble Apex Court has held that once the order of termination of services of an employee is set-aside, ordinarily, the relief of reinstatement is available to him. However, the entitlement of an employee to get reinstated does not necessarily result in payment of full or partial back-wages, which is independent of reinstatement. It has further been held by **the Hon'ble Apex Court in case titled as M/s Ritu Marbals Vs. Prabhakant Shukla 2010 (1) SLJ S.C 70**, that full back wages cannot be granted mechanically, upon an order of termination be declared illegal. It is further held that reinstatement must not be accompanied by payment of full back wages even for the period when the workman remained out of service and contributed little or nothing to the Industry.

27. Moreover, the petitioner was under an obligation to prove by leading cogent evidence that he was not gainfully employed after the termination of his services. The initial burden is on the workman/employee to show that he was not gainfully employed as held by **the Hon'ble Apex Court in case titled as Kendriya Vidyalaya Sangathan and another Vs. S.C Sharma, (2005) 2 Supreme Court Cases, 363** that:

16. "When, the question of determining the entitlement of a person to back-wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on him. After and if he places materials in that regard, the employer can bring on record materials to rebut the claim"

28. No longer res-integra it is, the enunciation on the point of law, as observed and rendered in the decisions, cited supra, relied upon by the Ld. Counsel for the parties, however, it is a matter of common parlance that every dispute has its own peculiar facts and circumstances. The decisions to be arrived at, as to settle down the controversy in a dispute, depend upon its own merits.

29. For the foregoing reasons, the petitioner has failed to discharge his burden by placing any material on record that he was not gainfully employed after his termination/disengagement. Therefore, in the stated legal position mentioned herein *ibid*, I find that the respondent was not at all justified in passing the termination order dated 2.12.2016. In view of the entire evidence, on record, coupled with the rulings (supra), I have no hesitation in holding that the petitioner is entitled for reinstatement in service with continuity and seniority. However, the petitioner is not entitled to any back-wages. Hence, issue no.1 is decided in favour of the petitioner and against the respondent.

RELIEF:

29. As a sequel to my findings on the aforesaid issues, the petitioner is ordered to be reinstated in service forthwith with seniority and continuity but without back-wages. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

30. The reference is answered in the aforesaid terms.

Ordered accordingly.

Announced in the open Court today this 16th day of March, 2022.

Sd/-
 (RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

Certified that Page No.1 to 17 of the Order have been signed by me.

Sd/-
 (RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

**IN THE COURT OF SHRI RAJESH TOMAR PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 166 of 2017

Instituted on : 2-11-2017

Decided on : 19-3-2022

Sant Ram S/o Shri Sukh Ram (NHK-42) Housing department, Village & P.O Amboya,
Tehsil Paonta Sahib, District Sirmour, H.P. . Petitioner.

VERSUS

1. M/s Nagra & Nagra Associates, Village Santokgrah, P.O Puruwala, Nahan Road, Paonta Sahib, District Sirmour, HP through Shri Surjit Singh Nagra S/o Shri Sangat Singh R/o Village Santokgarh, P.O Puruwala, Nahan Road, Paonta Sahib District Sirmour, HP.
2. M/s Sun Pharmaceutical Industries Ltd., Village Ganguwala, P.O and Tehsil Paonta Sahib, District Sirmour, HP, through Factory Manager. . Respondents.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Shri Ashutosh Bhardwaj, Advocate

For the Respondent : Shri Rahul Mahajan, Advocate

AWARD/ORDER

The following reference petition has been, received from the Appropriate Government vide notification dated 1.9.2017, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for legal adjudication:

“Whether termination of services of Shri Sant Ram s/o Shri Sukh Ram r/o Village Amboya, Tehsil Paonta Sahib District Sirmour, HP *w.e.f.* 3.10.2016 by i) Surjeet Nagra, Nagra & Nagra Associates, Contractor C/o M/s Sun Pharmaceuticals, Industries Ltd. Village Ganguwala, PO & Tehsil Paonta Sahib District Sirmour, HP and ii) the Factory Manager, Sun Pharmaceuticals, Industries Ltd. Village Ganguwala, PO & Tehsil Paonta Sahib District Sirmour, HP allegedly without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including re-instatement, seniority, amount of back wages, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed the statement of claim.

3. Briefly stated, the case as pleaded from the side of the petitioner in his statement of claim is that the petitioner was working with respondent No. 2 but his services have been illegally terminated by respondent No.1 through communication dated 3.10.2016. The respondent no.1 issued show cause notice to the petitioner which was replied by him. The action of the respondents in terminating the services of the petitioner is in violation of the Act and Rules. It is further pleaded that no proper procedure had been followed while conducting the domestic enquiry as neither any chargesheet was given to the petitioner nor he was afforded sufficient opportunity of being heard. Even, the enquiry officer had not given fair and reasonable opportunities to the petitioner to bring his evidence and to cross-examine the respondent's witnesses. In the footnote of the claim petition, the petitioner prayed for the following relief's:

“It is therefore respectfully prayed that this petition may kindly be allowed, communication dated 3.10.2016 dismissing the petitioner from service may kindly be set aside and the petitioner may kindly be ordered to be reinstated with all consequential benefits including seniority, back-wages, past service benefits and compensation.”

4. The list was resisted and contested by the respondents by filing separate written replies.

5. The respondent no.1 i.e Nagra & Nagra Associates has raised the preliminary objection qua maintainability. On merits, it is asserted that the petitioner was the employee of respondent No. 1 and there exists no employee and employer relationship between the petitioner and respondent No. 2. The respondent no.1 is responsible for making the payment of wages, to the petitioner, marking his attendance, maintaining of labour record under labour law etc. The respondent No.1 issued show cause notice to the petitioner for habitual absence without leave which was treated as chargesheet. The replying respondent was not satisfied with the reply filed by the petitioner, hence, a domestic enquiry was conducted against him. The services of the petitioner have been terminated after conducting a fair domestic enquiry. The respondent No.1 prayed for the dismissal of the claim petition.

6. By filing reply, the respondent No.2 raised preliminary objections qua maintainability as no employer employee relationship exists between the respondent No.2 and petitioner. On merits, it is asserted that the respondent no.2 has deployed contract labour as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970. The services of the petitioner have been dismissed by the respondent No. 1 after conducting domestic enquiry. Since, the petitioner was not the employee of respondent No. 2, hence, the respondent No.2 is not responsible, in any manner to dismiss him from service.

7. While filing rejoinder, the petitioner controverted the averments made thereto in the replies and reaffirmed and reiterated those in the statement of claim.

8. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination *vide* Court order dated 22.4.2019:

1. Whether the termination of the petitioner w.e.f. 3.1.2016 is violative of the provisions of the Industrial Disputes Act as alleged and the termination has been effected without conducting any proper just and a legal domestic enquiry? If so, its effect thereto? ..OPP.

2. Whether the reference is not maintainable as alleged and the petitioner has concealed material facts from this Court? If so, its effects thereto? ..OPR.

3. Whether no relationship of an employer and an employee exists between the respondent no.2 and the petitioner? If so, its effect there to? ..OPR.

4. Relief.

9. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

10. I have heard the Learned Counsel for the parties and also gone through the record of the case carefully.

11. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No.1 : Redundant.

Issue No. 2 : Redundant.

Issue No. 3 : Redundant.

Relief : Reference is answered in negative, as per operative part of the Award.

REASONS FOR FINDINGS

ISSUE NO. 1.

12. Most importantly, it is particular to mention here that after striking out of issues on elucidating the pleadings of the parties, the petitioner was asked to produce the entire evidence before the Court. The case was adjourned for petitioner's evidence on 27.5.2019 and subsequently adjourned for 30.7.2019, 22.8.2019, 14.9.2018, 4.10.2019, 23.12.2019, 28.2.2020, 14.3.2020, 25.3.2020, 18.6.2020, 15.6.2020, 15.9.2020, 12.11.2020, 18.1.2021, 9.3.2021, 6.7.2021, 13.8.2021, 14.9.2021, 25.10.2021, 30.11.2021, 7.12.2021, 4.1.2022, 21.2.2022 and 19.3.2022. The perusal of case record would reveal that there are as many as Twenty Three (23) opportunities in past three (3) years have been afforded to the petitioner to adduce his evidence before the Court. It is a matter of great concern that despite number of opportunities granted to the petitioner for the past three (3) years, no evidence has been led from the side of the petitioner. It is particular to mention that in between there were efforts put in by my Ld. Predecessor to reconcile the matter to which the respondent had agreed to make full & final payment of claim to the statement of claim filed by the

petitioner but the said exercise could not be completed for the reasons best known to the parties themselves. Not only this, this Court vide order dated 7.12.2021, emphasis the parties that sufficient opportunities have already been afforded to the petitioner to lead his evidence by putting a letter of condition to the parties that two and half years have elapsed. Ld. Counsel for the petitioner was apprised of the fact that it be treated as last and final opportunity and no further opportunity shall be given and the case was adjourned for recording the evidence of the petitioner on 4.1.2022. This Court is constrained to draw inference that the petitioner is not interested in pursuing further by way of leading his evidence.

13. Shri Rahul Mahajan, Advocate for the respondent stated at bar that today there is a resolution from the Shimla Bar Association that no adverse order be passed on 19.3.2022. Admittedly, Shimla bar Association has passed the resolution which reads as under:

“It has been unanimously resolved in an emergent meeting held by District Bar Association Shimla that on account of Holy Festival most of Advocates, would not be able to attend the Hon’ble Courts on dated 19.3.2022 as they are to visit their native places. Further it has also been resolved that on account of Holy festival the Advocates would not be able to attend the Hon’ble Courts on dated 19.3.2022.

It is humbly requested that keeping in view the aforesaid circumstances, kindly no adverse orders be passed on dated 19.3.2022 and appropriate directions in this regard may also kindly be issued to the concerned Courts.

Sd/-
 Secretary,
 (SANDEEP DIDWAL),
Shimla Bar Association,
Chakkar Shimla, HP.”

14. In my humble opinion, no rescue can be provided to the petitioner by taking resort to the present resolution but this is not a situation emerging before me to be passing any adverse order in the shape of proceeding ex-parte or dismissed in default. Here, the situation is different. The case is lingering upon for the fault of non than other but the petitioner himself as the parties were asked to face the trial by striking out the issues as is evident from the order dated 22.4.2019. At the cost of repetition after availing number of opportunities rising to twenty three (23) in number in past three (3) years, the petitioner evidence is yet not produced. As such, I have left with no other alternate but to close the evidence of the petitioner by the order of the Court.

15. At this stage, Shri Rahul Mahajan, Advocate for the respondent stated at bar that he do not want to lead any evidence since the petitioner’s evidence has been closed. To this effect his statement recorded separately.

16. As per the petitioner he has challenged his termination to be illegal but after availing twenty three (23) opportunities in the past three (3) years has failed to lead any evidence before this Court in support of his statement of claim. In the absence of any evidence on record, the petitioner has failed to prove issue no.1, hence, issue no.1 is answered against the petitioner and in favour of respondent.

ISSUES NO. 2 & 3.

17. The onus to prove these issues were on the respondent. However, the respondent has not lead any evidence in support of these issues. Therefore, both these issues are answered against the respondent.

RELIEF:

18. As a sequel to my above discussion, the claim filed by the petitioner is dismissed with the result, the reference sent by the appropriate government is answered in negative. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

19. The reference is answered in the aforesaid terms.

Ordered accordingly.

Announced in the open Court today this 19th day of March, 2022.

Sd/-
 (RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

Certified that Page No.1 to 9 of the Order have been signed by me.

Sd/-
 (RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

**IN THE COURT OF SHRI RAJESH TOMAR, PRESIDING JUDGE H.P.
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 170 of 2017
 Instituted on : 3-11-2017
 Decided on : 19-3-2022

Lalit S/o Shri Gulab Singh (NHK-12) Housing department, Village Bansipur P.O Harbatpur, Tehsil Vikasnagar, Dehradun Uttrakhand. . .Petitioner.

versus

1. M/s Nagra & Nagra Associates, Village Santokgarh, P.O Puruwala, Nahan Road, Paonta Sahib, District Sirmour, HP through Shri Surjit Singh Nagra S/o Shri Sangat Singh R/o Village Santokgarh, P.O Puruwala, Nahan Road, Paonta Sahib District Sirmour, HP.

2. M/s Sun Pharmaceutical Industries Ltd., Village Ganguwala, P.O and Tehsil Paonta Sahib, District Sirmour, HP, through Factory Manager. . .Respondents.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Shri Ashutosh Bhardwaj, Advocate

For the Respondent : Shri Rahul Mahajan, Advocate

AWARD/ORDER

The following reference petition has been, received from the Appropriate Government vide notification dated 1.9.2017, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for legal adjudication:

“Whether termination of services of Shri Lalit S/o Shri Gulab Singh R/o Village Bansipur P.O Harbatpur, Tehsil Vikasnagar, Dehradun Uttrakhand w.e.f. 3.10.2016 by i) Surjeet Nagra, Nagra & Nagra Associates, Contractor C/o M/s Sun Pharmaceuticals, Industries Ltd. Village Ganguwala, PO & Tehsil Paonta Sahib District Sirmour, HP and ii) the Factory Manager, Sun Pharmaceuticals, Industries Ltd. Village Ganguwala, PO & Tehsil Paonta Sahib District Sirmour, HP allegedly without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, seniority, amount of back wages, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed the statement of claim.

3. Briefly stated, the case as pleaded from the side of the petitioner in his statement of claim is that the petitioner was working with respondent No. 2 but his services have been illegally terminated by respondent No.1 through communication dated 3.10.2016. The respondent No.1 issued show cause notice to the petitioner which was replied by him. The action of the respondents in terminating the services of the petitioner is in violation of the Act and Rules. It is further pleaded that no proper procedure had been followed while conducting the domestic enquiry as neither any chargesheet was given to the petitioner nor he was afforded sufficient opportunity of being heard. Even, the enquiry officer had not given fair and reasonable opportunities to the petitioner to bring his evidence and to cross-examine the respondent's witnesses. In the footnote of the claim petition, the petitioner prayed for the following relief's:

“It is therefore respectfully prayed that this petition may kindly be allowed, communication dated 3.10.2016 dismissing the petitioner from service may kindly be set aside and the petitioner may kindly be ordered to be reinstated with all consequential benefits including seniority, back-wages, past service benefits and compensation.”

4. The list was resisted and contested by the respondents by filing separate written replies.

5. The respondent No.1 *i.e.* Nagra & Nagra Associates has raised the preliminary objection qua maintainability. On merits, it is asserted that the petitioner was the employee of respondent No.1 and there exists no employee and employer relationship between the petitioner and respondent No.2. The respondent no.1 is responsible for making the payment of wages, to the petitioner, marking his attendance, maintaining of labour record under labour law etc. The respondent No.1 issued show cause notice to the petitioner for habitual absence without leave which was treated as chargesheet. The replying respondent was not satisfied with the reply filed by the petitioner, hence, a domestic enquiry was conducted against him. The services of the petitioner have been terminated after conducting a fair domestic enquiry. The respondent No.1 prayed for the dismissal of the claim petition.

6. By filing reply, the respondent No. 2 raised preliminary objections qua maintainability as no employer employee relationship exists between the respondent No. 2 and petitioner. On merits, it is asserted that the respondent No. 2 has deployed contract labour as per the provisions of

the Contract Labour (Regulation and Abolition) Act 1970. The services of the petitioner have been dismissed by the respondent No. 1 after conducting domestic enquiry. Since, the petitioner was not the employee of respondent No. 2, hence, the respondent No.2 is not responsible, in any manner to dismiss him from service.

7. While filing rejoinder, the petitioner controverted the averments made thereto in the replies and reaffirmed and reiterated those in the statement of claim.

8. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination vide Court order dated 22.4.2019:

1. Whether the termination of the petitioner w.e.f. 3.1.2016 is violative of the provisions of the Industrial Disputes Act as alleged and the termination has been effected without conducting any proper just and a legal domestic enquiry? If so, its effect thereto? . .OPP.
2. Whether the reference is not maintainable as alleged and the petitioner has concealed material facts from this Court? If so, its effects thereto? . .OPR.
3. Whether no relationship of an employer and an employee exists between the respondent No.2 and the petitioner? If so, its effect there to? . .OPR.
4. Relief.

9. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

10. I have heard the Learned Counsel for the parties and also gone through the record of the case carefully.

11. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No. 1 : Redundant.

Issue No. 2 : Redundant.

Issue No. 3 : Redundant.

Relief : Reference is answered in negative, as per operative part of the Award.

REASONS FOR FINDINGS

ISSUE NO. 1

12. Most importantly, it is particular to mention here that after striking out of issues on elucidating the pleadings of the parties, the petitioner was asked to produce the entire evidence before the Court. The case was adjourned for petitioner's evidence on 27.5.2019 and subsequently adjourned for 30.7.2019, 22.8.2019, 14.9.2018, 4.10.2019, 23.12.2019, 28.2.2020, 14.3.2020, 25.3.2020, 18.6.2020, 15.6.2020, 15.9.2020, 12.11.2020, 18.1.2021, 9.3.2021, 6.7.2021, 13.8.2021, 14.9.2021, 25.10.2021, 30.11.2021, 7.12.2021, 4.1.2022, 21.2.2022 and 19.3.2022. The perusal of case record would reveal that there are as many as Twenty Three (23) opportunities in past three

(3) years have been afforded to the petitioner to adduce his evidence before the Court. It is a matter of great concern that despite number of opportunities granted to the petitioner for the past three (3) years, no evidence has been led from the side of the petitioner. It is particular to mention that in between there were efforts put in by my Ld. Predecessor to reconcile the matter to which the respondent had agreed to make full & final payment of claim to the statement of claim filed by the petitioner but the said exercise could not be completed for the reasons best known to the parties themselves. Not only this, this Court vide order dated 7.12.2021, emphasis the parties that sufficient opportunities have already been afforded to the petitioner to lead his evidence by putting a letter of condition to the parties that two and half years have elapsed. Ld. Counsel for the petitioner was apprised of the fact that it be treated as last and final opportunity and no further opportunity shall be given and the case was adjourned for recording the evidence of the petitioner on 4.1.2022. This Court is constrained to draw inference that the petitioner is not interested in pursuing further by way of leading his evidence.

13. Shri Rahul Mahajan, Advocate for the respondent stated at bar that today there is a resolution from the Shimla Bar Association that no adverse order be passed on 19.3.2022. Admittedly, Shimla bar Association has passed the resolution which reads as under:

“It has been unanimously resolved in an emergent meeting held by District Bar Association Shimla that on account of Holy Festival most of Advocates, would not be able to attend the Hon’ble Courts on dated 19.3.2022 as they are to visit their native places. Further it has also been resolved that on account of Holy festival the Advocates would not be able to attend the Hon’ble Courts on dated 19.3.2022.

It is humbly requested that keeping in view the aforesaid circumstances, kindly no adverse orders be passed on dated 19.3.2022 and appropriate directions in this regard may also kindly be issued to the concerned Courts.

Sd/-
 (SANDEEP DIDWAL),
 Secretary
*Shimla Bar Association,
 Chakkar Shimla, HP.”*

14. In my humble opinion, no rescue can be provided to the petitioner by taking resort to the present resolution but this is not a situation emerging before me to be passing any adverse order in the shape of proceeding ex-parte or dismissed in default. Here, the situation is different. The case is lingering upon for the fault of non than other but the petitioner himself as the parties were asked to face the trial by striking out the issues as is evident from the order dated 22.4.2019. At the cost of repetition after availing number of opportunities rising to twenty three (23) in number in past three (3) years, the petitioner evidence is yet not produced. As such, I have left with no other alternate but to close the evidence of the petitioner by the order of the Court.

15. At this stage, Shri Rahul Mahajan, Advocate for the respondent stated at bar that he do not want to lead any evidence since the petitioner’s evidence has been closed. To this effect his statement recorded separately.

16. As per the petitioner he has challenged his termination to be illegal but after availing twenty three (23) opportunities in the past three (3) years has failed to lead any evidence before this Court in support of his statement of claim. In the absence of any evidence on record, the petitioner has failed to prove issue No.1, hence, issue No.1 is answered against the petitioner and in favour of respondent.

ISSUES NO. 2 & 3

17. The onus to prove these issues were on the respondent. However, the respondent has not lead any evidence in support of these issues. Therefore, both these issues are answered against the respondent.

RELIEF:

18. As a sequel to my above discussion, the claim filed by the petitioner is dismissed with the result, the reference sent by the appropriate government is answered in negative. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

19. The reference is answered in the aforesaid terms.

Ordered accordingly.

Announced in the open Court today this 19th day of March, 2022.

Sd/-
 (RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

Certified that Page No.1 to 9 of the Order have been signed by me.

Sd/-
 (RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

**IN THE COURT OF SHRI RAJESH TOMAR, PRESIDING JUDGE H.P. INDUSTRIAL
 TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 171 of 2017
 Instituted on : 3-11-2017
 Decided on : 19-3-2022

Mukesh Kumar S/o Shri Padam Singh (NHK-22, Department of Canteen, Village kisanpura, P.O Jamaniwala, Tehsil Paonta Sahib, District Sirmour, H.P. . Petitioner.

versus

1. M/s Nagra & Nagra Assoicates, Village Santokgrah, P.O Puruwala, Nahan Road, Paonta Sahib, District Sirmour, HP through Shri Surjit Singh Nagra S/o Shri Sangat Singh R/o Village Santokgarh, P.O Puruwala, Nahan Road, Paonta Sahib District Sirmour, HP.

2. M/s Sun Pharmaceutical Industries Ltd., Village Ganguwala, P.O and Tehsil Paonta Sahib, District Sirmour, HP, through Factory Manager. . Respondents.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Shri Ashutosh Bhardwaj, Advocate

For the Respondent : Shri Rahul Mahajan, Advocate

AWARD/ORDER

The following reference petition has been, received from the Appropriate Government vide notification dated 1.9.2017, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for legal adjudication:

“Whether termination of services of Shri Mukesh Kumar S/o Shri Padam Dev R/o Village Kishanpura, Tehsil Paonta Sahib District Sirmour, HP w.e.f. 3.10.2016 by i) Surjeet Nagra, Nagra & Nagra Associates, Contractor C/o M/s Sun Pharmaceuticals, Industries Ltd. Village Ganguwala, PO & Tehsil Paonta Sahib District Sirmour, HP and ii) the Factory Manager, Sun Pharmaceuticals, Industries Ltd. Village Ganguwala, PO & Tehsil Paonta Sahib District Sirmour, HP allegedly without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, seniority, amount of back wages, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed the statement of claim.

3. Briefly stated, the case as pleaded from the side of the petitioner in his statement of claim is that the petitioner was working with respondent No. 2 but his services have been illegally terminated by respondent No.1 through communication dated 3.10.2016. The respondent No.1 issued show cause notice to the petitioner which was replied by him. The action of the respondents in terminating the services of the petitioner is in violation of the Act and Rules. It is further pleaded that no proper procedure had been followed while conducting the domestic enquiry as neither any chargesheet was given to the petitioner nor he was afforded sufficient opportunity of being heard. Even, the enquiry officer had not given fair and reasonable opportunities to the petitioner to bring his evidence and to cross-examine the respondent's witnesses. In the footnote of the claim petition, the petitioner prayed for the following relief's:

“It is therefore respectfully prayed that this petition may kindly be allowed, communication dated 3.10.2016 dismissing the petitioner from service may kindly be set aside and the petitioner may kindly be ordered to be reinstated with all consequential benefits including seniority, back-wages, past service benefits and compensation.”

4. The list was resisted and contested by the respondents by filing separate written replies.

5. The respondent no.1 i.e Nagra & Nagra Associates has raised the preliminary objection qua maintainability. On merits, it is asserted that the petitioner was the employee of respondent No.1 and there exists no employee and employer relationship between the petitioner and respondent No. 2. The respondent no.1 is responsible for making the payment of wages, to the petitioner, marking his attendance, maintaining of labour record under labour law etc. The respondent No.1

issued show cause notice to the petitioner for habitual absence without leave which was treated as chargesheet. The replying respondent was not satisfied with the reply filed by the petitioner, hence, a domestic enquiry was conducted against him. The services of the petitioner have been terminated after conducting a fair domestic enquiry. The respondent no.1 prayed for the dismissal of the claim petition.

6. By filing reply, the respondent No. 2 raised preliminary objections qua maintainability as no employer employee relationship exists between the respondent no.2 and petitioner. On merits, it is asserted that the respondent No. 2 has deployed contract labour as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970. The services of the petitioner have been dismissed by the respondent No. 1 after conducting domestic enquiry. Since, the petitioner was not the employee of respondent No. 2, hence, the respondent no.2 is not responsible, in any manner to dismiss him from service.

7. While filing rejoinder, the petitioner controverted the averments made thereto in the replies and reaffirmed and reiterated those in the statement of claim.

8. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination vide Court order dated 22.4.2019:

1. Whether the termination of the petitioner w.e.f. 3.1.2016 is violative of the provisions of the Industrial Disputes Act as alleged and the termination has been effected without conducting any proper just and a legal domestic enquiry? If so, its effect thereto? . .OPP.
2. Whether the reference is not maintainable as alleged and the petitioner has concealed material facts from this Court? If so, its effects thereto? . .OPR.
3. Whether no relationship of an employer and an employee exists between the respondent No. 2 and the petitioner? If so, its effect there to? . .OPR.
4. Relief.

9. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

10. I have heard the Learned Counsel for the parties and also gone through the record of the case carefully.

11. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No.1 : Redundant.

Issue No.2 : Redundant.

Issue No.3 : Redundant.

Relief : Reference is answered in negative, as per operative part of the Award.

REASONS FOR FINDINGS

ISSUE NO. 1

12. Most importantly, it is particular to mention here that after striking out of issues on elucidating the pleadings of the parties, the petitioner was asked to produce the entire evidence before the Court. The case was adjourned for petitioner's evidence on 27.5.2019 and subsequently adjourned for 30.7.2019, 22.8.2019, 14.9.2018, 4.10.2019, 23.12.2019, 28.2.2020, 14.3.2020, 25.3.2020, 18.6.2020, 15.6.2020, 15.9.2020, 12.11.2020, 18.1.2021, 9.3.2021, 6.7.2021, 13.8.2021, 14.9.2021, 25.10.2021, 30.11.2021, 7.12.2021, 4.1.2022, 21.2.2022 and 19.3.2022. The perusal of case record would reveal that there are as many as Twenty Three (23) opportunities in past three (3) years have been afforded to the petitioner to adduce his evidence before the Court. It is a matter of great concern that despite number of opportunities granted to the petitioner for the past three (3) years, no evidence has been led from the side of the petitioner. It is particular to mention that in between there were efforts put in by my Ld. Predecessor to reconcile the matter to which the respondent had agreed to make full & final payment of claim to the statement of claim filed by the petitioner but the said exercise could not be completed for the reasons best known to the parties themselves. Not only this, this Court vide order dated 7.12.2021, emphasis the parties that sufficient opportunities have already been afforded to the petitioner to lead his evidence by putting a letter of condition to the parties that two and half years have elapsed. Ld. Counsel for the petitioner was apprised of the fact that it be treated as last and final opportunity and no further opportunity shall be given and the case was adjourned for recording the evidence of the petitioner on 4.1.2022. This Court is constrained to draw inference that the petitioner is not interested in pursuing further by way of leading his evidence.

13. Shri Rahul Mahajan, Advocate for the respondent stated at bar that today there is a resolution from the Shimla Bar Association that no adverse order be passed on 19.3.2022. Admittedly, Shimla bar Association has passed the resolution which reads as under:

"It has been unanimously resolved in an emergent meeting held by District Bar Association Shimla that on account of Holy Festival most of Advocates, would not be able to attend the Hon'ble Courts on dated 19.3.2022 as they are to visit their native places. Further it has also been resolved that on account of Holy festival the Advocates would not be able to attend the Hon'ble Courts on dated 19.3.2022.

It is humbly requested that keeping in view the aforesaid circumstances, kindly no adverse orders be passed on dated 19.3.2022 and appropriate directions in this regard may also kindly be issued to the concerned Courts.

Sd/-
(SANDEEP DIDWAL),
Secretary
Shimla Bar Association,
Chakkar Shimla, HP."

14. In my humble opinion, no rescue can be provided to the petitioner by taking resort to the present resolution but this is not a situation emerging before me to be passing any adverse order in the shape of proceeding ex-parte or dismissed in default. Here, the situation is different. The case is lingering upon for the fault of non than other but the petitioner himself as the parties were asked to face the trial by striking out the issues as is evident from the order dated 22.4.2019. At the cost of repetition after availing number of opportunities rising to twenty three (23) in number in past three (3) years, the petitioner evidence is yet not produced. As such, I have left with no other alternate but to close the evidence of the petitioner by the order of the Court.

15. At this stage, Shri Rahul Mahajan, Advocate for the respondent stated at bar that he do not want to lead any evidence since the petitioner's evidence has been closed. To this effect his statement recorded separately.

16. As per the petitioner he has challenged his termination to be illegal but after availing twenty three (23) opportunities in the past three (3) years has failed to lead any evidence before this Court in support of his statement of claim. In the absence of any evidence on record, the petitioner has failed to prove issue No. 1, hence, issue No. 1 is answered against the petitioner and in favour of respondent.

ISSUES NO. 2 & 3.

17. The onus to prove these issues were on the respondent. However, the respondent has not lead any evidence in support of these issues. Therefore, both these issues are answered against the respondent.

RELIEF:

18. As a sequel to my above discussion, the claim filed by the petitioner is dismissed with the result, the reference sent by the appropriate government is answered in negative. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

19. The reference is answered in the aforesaid terms.

Ordered accordingly.

Announced in the open Court today this 19th day of March, 2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

Certified that Page No.1 to 9 of the Order have been signed by me.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

**IN THE COURT OF SHRI RAJESH TOMAR PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number	:	19 of 2016
Instituted on	:	21-3-2016
Decided on	:	23-3-2022

Santosh Kumar Sharma S/o Shri Deo Nath Sharma C/o JP Workers Union, Karcham Wangtoo & Baspa-II, Shholtu, P.O Tapri, Tehsil Nichar, District Kinnaur, HP. . .Petitioner.

VERSUS

1. The Managing Director, Jai Prakash Power Ventures Ltd., Sholtu, P.O Tapri, Tehsil Nichar, District Kinnaur, HP (now M/s Himachal Baspa Power Venture Ltd., site office at Sholtu, P.O Tapri, Tehsil Nichar, District Kinnaur, HP).
2. Jai Prakash Power Venture Ltd., Juit Complex, Waknaghath, P.O Domehar bani, Kandaghat District Solan, H.P. . .Respondents.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Shri Khushi Ram, Advocate
 For Respondent No.1 : Shri Rahul Mahajan, Advocate
 For Respondent No. 2 : Shri Mukesh Thakur, Advocate

AWARD/ORDER

The following reference petition has been, received from the Appropriate Government vide notification dated 24.2.2016, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for legal adjudication:

“Whether non-acceptance of joining report on 7.5.2015 as per terms and conditions of settlement dated 6.5.2015 (arrived at in between the Managing Director M/s Jai Prakash Power Venture Ltd., Karcham Wangtoo and Baspa-II, Hydro Electric Project Sholtu P.O Tapri, District Kinnaur, HP and the President and General Secretary JP workers Union Karcham Wangtoo and Baspa-II, Hydro Electric Project Sholtu P.O Tapri, District Kinnaur, HP under section 12 (3) of the Industrial Disputes Act 1947) of Shri Santosh Kumar Sharma S/o Shro Deo Kumar Sharma (Employee Code IPV 2225) EOT Crane Operator C/o JP workers union Karcham Wangtoo and Baspa-II Sholtu, P.O Tapri, Tehsil Nichar District Kinnaur, HP by the management of M/s Jai Prakash Venture Ltd. Sholtu, P.O Tapri, Tehsil Nichar, District Kinnaur, HP (now M/s Himachal Baspa Power Venture Ltd., site office at Sholtu, P.O Tapri, Tehsil Nichar, District Kinnaur, HP and thereafter giving verbal orders of transfer to alternate site at Bhutan, contrary to the terms and conditions of his appointment letter dated 1.2.2013, therefore consequent resultant termination of his services w.e.f. 7.5.2015, is legal and justified? If not, what relief including reinstatement, back-wages, seniority, past service benefits and compensation the above aggrieved worker is entitled to from the above employer/management ??”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed the statement of claim.

3. Briefly stated, the case as pleaded from the side of the petitioner in his statement of claim is that the petitioner was working with respondent No. 2 since 29.9.2008 as EOT Crane Operator @ wages Rs. 3800 per month and he was appointed vide appointment letter dated 1.2.2013 and continued to work as such till 9.1.2015 and his appointment was made specifically for Karcham Wangtoo H.E Project/Unit. It is further averred that vide orders passed by the Hon'ble High Court of Himachal Pradesh passed in CWP No. 2023 of 2015, Ld. Advocate General, Himachal Pradesh was appointed as mediator between the JP Workers Union and M/s J P Karchham Wangtoo HE Plant to reach the amicable settlement between the parties qua the dispute

but all in vain and thereafter on the application submitted by the union before the Labour Commissioner, both the parties reached to an amicable settlement dated 6.5.2015 but when the petitioner visited the site for his joining, he was informed that he had been transferred to Bhutan whereas no written transfer orders had been issued. The respondent company had not allowed the petitioner neither to resume his duties as per the terms of settlement dated 6.5.2015 nor he was allowed to mark his presence. In the footnote of the claim petition, the petitioner prayed for the following relief's:

“It is most respectfully prayed that the impugned verbal transfer order dated 7.5.2015 may kindly be quashed and set aside in view of the submissions made above and the respondent no.1 be directed to re-instate the petitioner and all consequential benefits be ordered to be released by the respondents as per his original appointment at the same place, post and pay scale, where he was initially appointed in the interest of justice and fair play.”

4. The list was resisted and contested by the respondents by filing separate written replies.

5. The respondent no.1 has raised the preliminary objection qua maintainability and there exists no employer-employee relationship between the parties. On merits, it is asserted that the petitioner was the employee of respondent No. 2 and there exists no employee and employer relationship between the petitioner and respondent No. 1. The petitioner was initially appointed by respondent No. 2 on 29.9.2008 during the construction of Karchham Wangtoo Hydro Electric Project on the roll as temporary work charge and on completion of the above project, the services of the petitioner were dispensed with and his full & final dues were paid. Thereafter, the petitioner was again re-employed as Crain Operator in M/s Jai Prakash Power Venture Ltd. Karcham Wangtoo Hydro Electric Project and he accepted the terms and conditions of the appointment letter, service letter and standing orders of the respondent No. 2. Since, there was no requirement of EOT Crain Operator at the site of Jai Prakash Power Venture, his services were transferred to alternate site at Bhutan on account of administrative exigency and requirement. The petitioner had failed to join his duties at transferred place, hence, respondent No. 2 struck of his name from the rolls. The respondent No.1 prayed for the dismissal of the claim petition.

6. By filing reply, the respondent No. 2 raised preliminary objections qua maintainability, concealment of true and material facts from this Court. On merits, it is asserted that the petitioner was relieved as EOT Crain Operator w.e.f. 12.1.2015 from Jai Prakash Hydro Electric Project and was directed to report for duty at Punat Sangchhu Hydro Electric Project at Bhutan. The petitioner was transferred keeping in view the terms of the appointment letter, service condition but in his interest and benefit, the petitioner failed to join at transferred place. The notices were issued to the petitioner to resume his duties and even notice in the newspaper was also got published but all in vain as such his name was struck off from the rolls of the respondent No. 2. The respondent no.2 also prayed for the dismissal of the claim petition.

7. While filing rejoinders, the petitioner controverted the averments made thereto in the replies and reaffirmed and reiterated those in the statement of claim.

8. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination vide Court order dated 24.6.2019:

1. Whether the transfer order dated 19.1.2015 and the non-acceptance of the joining report on 7.5.2015 are violative of the terms and conditions of the settlement dated 6.5.2015 and consequently the transfer of the petitioner is also illegal and unjustified as alleged? If so to what relief the petitioner is entitled to? . .OPP.

2. Whether the reference is not maintainable as alleged as there exists no relationship of an employer and employee between the petitioner and respondent No.1 as alleged? If so its effects thereto? ..OPR.

3. Whether the reference is not maintainable in view of the special scheme of arrangement approved by the Hon'ble High Court in company petition number 6 of 2016 as alleged? If so, its effect there to? ..OPR.

4. Relief.

9. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

10. I have heard the Learned Counsel for the parties and also gone through the record of the case carefully.

11. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No.1 : Redundant.

Issue No.2 : Redundant.

Issue No.3 : Redundant.

Relief : Reference is answered in negative, as per operative part of the Award.

REASONS FOR FINDINGS

ISSUE NO. 1 .

12. Most importantly, it is particular to mention here that after striking out of issues on elucidating the pleadings of the parties, the petitioner was asked to produce the entire evidence before the Court. The case was adjourned for petitioner's evidence on 2.9.2019 and thereafter on 2.11.2019 on which date the petitioner examined one witness. Shri Santosh Kumar appeared in to the witness box as PW-1 to depose that he was appointed in September 2008 by the JP Power Ventures Ltd as EOT Crane Operator and he was drawing basic pay of Rs. 3800/- per month he continued to work as such till November, 2015. There had been some strike on the project and the Court had directed the respondents to allow the workers to rejoin but he was not allowed to do so. When he went to join, he was asked to go to Bhutan but no written orders were given to him to proceed to Bhutan. In cross-examination he denied that a moment order was issued to him on 9.1.2015. He further denied that he had been relieved in pursuance to the aforesaid movement order on 12.1.2015. He admitted that he is part time singer. He denied that his name was struck off from the rolls of the respondent No.2 as he failed to rejoin at the transferred place. When cross-examined on behalf of respondent No.1 he admitted that he was not on the rolls of the respondent no.2 after 18.5.2015.

13. By examining PW-1 on 2.11.2019, the Ld. Counsel for the petitioner has prayed for remaining evidence of the petitioner and thereafter the case was adjourned for 21.1.2020 on which date the petitioner has also failed to produce his evidence and at the request of Ld. Counsel for the petitioner the case was subsequently adjourned for 6.4.2020, 23.6.2020, 15.9.2020, 9.10.2020, 29.12.2020, 10.3.2021, 27.4.2021, 6.7.2021, 13.8.2021, 1.11.2021, 21.12.2021, 3.3.2021 and

23.3.2021. The perusal of case record would reveal that there are as many as Sixteen (16) opportunities in past three (3) years have been afforded to the petitioner to adduce his entire evidence before the Court. It is a matter of great concern that despite number of opportunities granted to the petitioner for the past three (3) years, the petitioner has failed to lead his entire evidence. Not only this, this Court vide order dated 3.3.2022, emphasis the parties that sufficient opportunities have already been afforded to the petitioner to lead his entire evidence by putting a letter of condition to the parties that two and half years have elapsed. Ld. Counsel for the petitioner was apprised of the fact that it be treated as last and final opportunity and no further opportunity shall be given and the case was adjourned for recording the evidence of the petitioner on 23.3.2022. This Court is constrained to draw inference that the petitioner is not interested in pursuing further by way of leading his entire evidence. The case is lingering upon for the fault of non than other but the petitioner himself as the parties were asked to face the trial by striking out the issues as is evident from the order dated 24.6.2019. At the cost of repetition after availing number of opportunities rising to sixteen (16) in number in past three (3) years, the entire petitioner evidence is yet not produced. As such, I have left with no other alternate but to close the evidence of the petitioner by the order of the Court.

14. S/Shri Rahul Mahajan and Mukesh Thakur Advocates for the respondents stated at bar that they do not want to lead any evidence since the petitioner's evidence has been closed. To this effect their statement recorded separately.

15. As per the petitioner he has challenged his oral termination to be illegal but after availing sixteen (16) opportunities in the past three (3) years has failed to lead entire evidence before this Court in support of his statement of claim. In the absence of entire evidence on record, the petitioner has failed to prove issue No.1, hence, issue No.1 is answered against the petitioner and in favour of respondents.

ISSUES NO. 2 & 3.

16. The onus to prove these issues were on the respondents. However, the respondents have not lead any evidence in support of these issues. Therefore, both these issues are answered against the respondent.

RELIEF:

18. As a sequel to my above discussion, the claim filed by the petitioner is dismissed with the result, the reference sent by the appropriate government is answered in negative. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

19. The reference is answered in the aforesaid terms.

Ordered accordingly.

Announced in the open Court today this 23rd day of March, 2022.

Sd/-
 (RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

Certified that Page No.1 to 10 of the Order have been signed by me.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

Raj Kumar Vs. Director New Grow.

Reference no. 101 of 2020

30-3-2022

Present : None for the parties.

Case called twice but none appeared for the parties. It is 10:40 AM. Be awaited.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.
LabourCamp at Nahan.

Case called again.

Present : None.

Case called again but none appeared for the parties. It is 12:55 PM. Be called after lunch.

Sd/-
RAJESH TOMAR,
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

Case called after lunch.

Present: None

It is 3:55 PM. Case called repeatedly in pre and post lunch sessions but no one had appeared for the parties. The entire cause list for the days is exhausted.

The present reference has been received from the appropriate government vide notification No. 11-1/86 (Lab)ID/2020/Nahan/Raj Kumar dated 6.5.2020, which reads as under:

“Whether termination of services of Shri Raj Kumar S/o Shri Balak Ram Village madhanikar, P.O Jaihar, Tehsil Pachhad, District Sirmour, HP by i) The Director of New Grow Eden Farms Pvt, Ltd. Farm No. 50, Village ZJonapur, South West Delhi, New Delhi 110047 ii) The General Manager, New Grow Eden Farms Pvt, Ltd. Branch Office at Malgia, P.O Jaihar, Tehsil Pachhad, District Sirmour, HP w.e.f. July 2019 without

complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back wages, past service benefits and compensation the above ex-worker is entitled to from the above employer/management.”

It is particular to mention here that the above reference after receipt from the appropriate government has been duly registered with this office as Reference No. 101 of 2020 and after the registration of the reference, the parties were issued notices since 10.6.2020. As per the track consignment report, the notices were not delivered to the parties as the addressee has left without any instruction. The notices could not be served upon the parties for want of correct address. Sufficient opportunities were given to file correct address, however, no correct address has been placed/filed on record. Again, from the report on the margin of the order sheet, it is clear that the notices were returned back with the report that the respondent had left the place without any information. Here, it would be relevant to reproduce order 9 rule 3 Code of Civil Procedure, 1908 which reads thus:

“Where neither party appears when the suit is called on for hearing, the Court may make an order that the suit be dismissed”.

In this matter the parties are not turning up to appear before this Court and this Court had been issuing notices to the parties for last two years.

Since, the parties are not turning up, therefore, I am left with no other option but to kept this file as *sina-die* and unattended by taking resort to order 9 rule 3 Code of Civil Procedure, 1908.

Keeping in view the above facts and circumstances, the present reference is as kept *sina-die* till the day any of the parties can present in the Court and get file revives after filing appropriate application.

Ordered accordingly.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

OFFICE OF THE DISTRICT MAGISTRATE, KULLU (H. P.)
Tel: 01902-222727, Fax:01902-225396, Mail-ID:dc-kul-hp@nic.in

Dated, the 18th May, 2022

ORDER

No. 2339-47/MA.—Whereas, before the opening of Rohtang Tunnel, the world famous Rohtang Pass used to be the only mode of connectivity for people of Lahaul & Spiti as well as beyond and vehicles of tourists as well local people of Lahaul & Spiti and beyond used to cross Rohtang every day. Accordingly, the Border Roads Organization had declared **Tuesday** as maintenance day of the road leading to Rohtang Pass so as to ensure that road remains in good condition. Also, in case O.A. No. 237(THC)/ 2013 titled as Court on its own motion V/s State of Himachal Pradesh & Ors., the Hon'ble National Green Tribunal had limited the number of vehicles plying towards Rohtang Pass to 1200 vehicles/day (800 Petrol and 400 Diesel) on dated 09-05-2016

and since then the tourist vehicles are being allowed to ply towards Rohtang Pass only after obtaining a valid online permit.

And whereas, with opening of Rohtang tunnel, the vehicles of people bound for beyond Rohtang are plying through the Rohtang tunnel and accordingly, only limited tourist vehicles as per orders of the Hon'ble NGT as now going to Rohtang pass for tourism purpose.

And whereas, the Sub-Divisional Magistrate, Manali has requested *vide* his office letter No. 1202/P A, dated 02-05-2022 that keeping in view the forth coming tourist season, the submissions of Him-Anchal Taxi Operators Association Manali regarding opening of Rohtang Pass for tourism purpose on Tuesday may be considered and notification in this regard may be issued in public interest, in view of the circumstances stated above.

And whereas, the Commander, 38 BRTF has informed that Border Roads Organization has decided to permit vehicular traffic on Tuesday as well and that BRO shall maintain the road towards Rohtang Pass on all days of the week without closing the road, except, at times in case of emergent works the road may be required to be closed only after informing the Civil administration.

Now therefore, considering the fact that vehicular traffic towards Rohtang pass has been reduced to particularly tourist vehicles, due to opening of the Atal Tunnel Rohtang, recommendations made by the Sub-Divisional Magistrate, Manali and the commendation of Commander, 38 BRTF as well as keeping in view the interest of general public at large, I, Ashutosh Garg, I.A.S., District Magistrate, Kullu, H.P. in exercise of powers vested in me under section 115 of the Motor Vehicle Act, 1988, do hereby order that:

"The Rohtang Pass shall remain open for vehicular movement on Tuesdays as well subject to the condition that every vehicle shall obtain a valid online permit as per orders of Hon'ble NGT".

Issued under my hand and seal on dated 18-05-2022.

Sd/-
(ASHUTOSH GARG, I.A.S.),
District Magistrate, District Kullu (H.P.).

JAL SHAKTI VIBHAG

NOTIFICATION

Shimla-171002, the 30th May, 2022

No. IPH-B(A)10-4/2018-II.—The Governor, Himachal Pradesh, in exercise of powers vested in him under section 5 of Himachal Pradesh Water Supply Act, 1986 (Act No. 8 of 1969), is pleased to order that the consumers in the rural areas of state shall be provided free domestic water supply *w.e.f* 01-05-2022 and no bill shall be charged from them after this date for the domestic water supply.

By order,

(VIKAS LABROO),
Secretary (JSV).

लोक निर्माण विभाग

अधिसूचना

शिमला—2, 27 मई, 2022

संख्या: पी0बी0डब्ल्यू0(बी0)एफ(5)2 / 2022.—1. यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु नामतः गांव थाना, उप-तहसील टिक्कर, जिला शिमला हिमाचल प्रदेश में बैधार—थाना—टिक्कर सड़क के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद्वारा यह अधिसूचित किया जाता है कि उक्त परिक्षेत्र में जैसा कि निम्न विवरणी में निर्दिष्ट किया गया है, उपरोक्त प्रयोजन के लिए भूमि का अर्जन अपेक्षित है।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को, जो इससे सम्बन्धित हो सकते हैं, की जानकारी के लिए भूमि अर्जन, पुनर्वास और पुनर्व्यवस्थापन में उचित प्रतिकर और पारदर्शिता अधिकार अधिनियम, 2013 (2013 का 30) की धारा—11 के उपबन्धों के अन्तर्गत जारी की जाती है।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों उनके कर्मचारियों और श्रमिकों को इलाके की किसी भी भूमि में प्रवेश करने और सर्वेक्षण करने तथा उप-धारा द्वारा अपेक्षित अथवा अनुमतः अन्य सभी कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं।

4. कोई भी हितबद्ध व्यक्ति जिसे उक्त परिक्षेत्र में कथित भूमि के अर्जन पर कोई आपत्ति हो तो वह इस अधिसूचना के प्रकाशित होने के साठ दिन की अवधि के भीतर लिखित रूप में भू—अर्जन समाहर्ता, (शिमला क्षेत्र), लोक निर्माण विभाग, जिला शिमला (हि0 प्र0) के समक्ष अपनी आपत्ति दायर कर सकता है।

विवरणी

जिला	उप-तहसील	गांव	खसरा नं0	रकबा (है0 में)
शिमला	टिक्कर	थाना	473	00—05—48
		कुल जोड़. .	कित्ता. . 01	00—05—48

आदेश द्वारा,

हस्ताक्षरित/—
प्रधान सचिव (लोक निर्माण)।

**OFFICE OF THE DEPUTY COMMISSIONER
KINNAUR DISTRICT, RECKONG-PEO, HIMACHAL PRADESH**

OFFICE ORDER

Dated, 26th May, 2022

No. KNR-IX-27(MLC)/21-1083995.—As per proposal received from the Principal, Himalyan Public School, Reckong Peo regarding stoppage of Bus Nos. HP25A-3556, HP25A-4018

and HP25A-3590 to uplift/alight of School going children every working day in the Morning at 9.00 A.M. to 10.00 A.M. and afternoon at 3.00 P.M. to 4:00 P.M. at opposite side to the Canera Bank Reckong Peo.

As undersigned considered the proposal as per report received from the SHO PS Reckong Peo and find the same in the larger public interest.

In view of above circumstances, **I, Abid Hussain Sadiq, IAS, Deputy Commissioner, Kinnaur District** in the exercise of the powers conferred by **Section-117 of the Indian Motor Vehicle Act, 1988** and all other powers enabling in this behalf do hereby declare and notify the following points/sites as **Bus Stoppage place for Bus** Nos. HP25A-3556, HP25A-4018 and HP25A-3590 to uplift/alight of School going children every working days in the Morning at 9.00 A.M. to 10.00 A.M. and afternoon at 3.00 P.M. to 4.00 P.M. at opposite side to the Canera Bank Reckong Peo and also hereby order to **stop all kind of personal vehicles as above mentioned place/time in larger public interest:**—

Sl. No.	Place of Parking Zones	Capacity of Vehicles	Rate Per Annum	Remarks
1.	Opposite side of Canera Bank Reckong Peo.	03 Nos.	16,200/-Rupees	That the rent shall be enhanced by 10% for the existing rent after one Year.

The above orders shall come into force with immediate effect and shall remain in force till further orders.

Sd/-

(ABID HUSSAIN SADIQ, IAS),
Deputy Commissioner,
Kinnaur District at Reckong Peo.

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील बैजनाथ, जिला कांगड़ा (हिं0प्र0)

मिसल नं० : 59 / NT / 2021

तारीख पेशी :

1. सुदेश भलौरिया, 2. विकास भलौरिया सुपुत्र रूप सिंह, निवासी योल झारेड, तहसील शाहपुर, जिला कांगड़ा (हिं0प्र0) प्रार्थी।

बनाम

1. श्री कृष्ण चंद सुपुत्र प्रेम चंद, 2. रमेश चंद सुपुत्र प्रेम चंद, 3. आशीष सुपुत्र मेहर सिंह, 4. अमित सुपुत्र मेहर सिंह, 5. स्वीटी सुपुत्री मेहर सिंह, 6. सुरेखा पल्ली मेहर सिंह निवासीयान महाल चलुही, तहसील बैजनाथ, 7. विनेश भलौरिया सुपुत्र श्री रूप सिंह निवासी योल झारेड, तहसील शाहपुर प्रतिवादीगण।

विषय.—हिं0 प्र0 भू—राजस्व अधिनियम, 1954 की धारा 123 के अन्तर्गत भूमि खेवट नं० 8, खतौनी नं० 11, खसरा नम्बरान 101, 102, 103, 104, 105, 106, 107, 110, 112, 168, 171, 175, 179, 181, 182, 185, 186, 191, 192, 193, 217, 218, 219, 220, 222, 224, 225, 269, 272, 274, 283, 292, 293, 296, कित्ता 34—67, रकबा तादादी 03—45—52 है०, वाक्या महाल चलुह मौजा बैजनाथ, तहसील बैजनाथ, जिला कांगड़ा (हिं0प्र0) जमाबन्दी वर्ष 2018—2019.

1. सुदेश भलौरिया, 2. विकास भलौरिया सुपुत्र रूप सिंह, निवासी योल झारेड, तहसील शाहपुर, जिला कांगड़ा (हि०प्र०) ने इस कार्यालय में खाता नं० 8 का दावा भूमि तकसीम दायर कर रखा है जिसमें उपरोक्त वर्णित प्रतिवादीगण 3. आशीष सुपुत्र मेहर सिंह, 4. अमित सुपुत्र मेहर सिंह, 5. स्वीटी सुपुत्री मेहर सिंह, 6. सुरेखा पत्नी मेहर सिंह, निवासीयान महाल चलुही, तहसील बैजनाथ, 7. विनेश भलौरिया सुपुत्र श्री रूप सिंह, निवासी योल झारेड, तहसील शाहपुर की तामील बार-बार समन जारी करने पर नहीं हो पा रही है और न ही प्रार्थीगण को इसका सही पता मालूम है प्रार्थीगण ने इनका सही पता न होने बारे अपनी असमर्थता जताई है। अतः न्यायालय की संतुष्टि व विश्वास हेतु यह सिद्ध हो गया है कि उक्त प्रतिवादीगण की तामील साधारण ढंग से नहीं हो सकती है। अतः उक्त वर्णित प्रतिवादीगण 3, 4, 5, 6, 7 निवासीयान महाल चलुह मौजा बैजनाथ, तहसील बैजनाथ को इस इश्तहार राजपत्र व मुस्त्री मुनादी चर्सांनगी द्वारा सूचित किया जाता है। कि वह उक्त मुकदमा की पैरवी हेतु असालतन या वकालतन तारीख पेशी 31-05-2022 को हाजिर अदालत होकर पैरवी मुकदमा करें अन्यथा गैर हाजिरी की सूरत में एक तरफा कार्यवाही अमल में लाई जाकर आगामी आदेश पारित कर दिया जाएगा व बाद तारीख पेशी किसी किस्म का उजर या एतराज स्वीकार्य न होगा।

यह इश्तहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 30-04-2022 को जारी हुआ।

मोहर।

हस्ताक्षरित/-
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील बैजनाथ, जिला कांगड़ा (हि० प्र०)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील बैजनाथ, जिला कांगड़ा (हि०प्र०)

मिसल नं० : 46/NT/2018

तारीख पेशी : 31-05-2022

Sushil Kumar s/o Sh. Parma Nand, r/o Mohal Sakri, Tehsil Baijnath, District Kangra (H.P.)
प्रार्थी।

बनाम

1. Thothi s/o Sh. Thakur Dass, 2. Savitri Devi d/o Sh. Thakur Dass expire, 3. Amit Ram s/o Rajinder Parshad, 4. Babita d/o Sh. Rajinder Parshad, 5. Bindia d/o Sh. Rajinder Parshad, 6. Anita d/o Sh. Rajinder Parshad, 7. Davinder Parshad s/o Sh. Urbidhar, 8. Virender Parshad s/o Sh. Urbidhar, 9. Vijay Kumar s/o Sh. Urbidhar, 10. Saroj Kumari d/o Sh. Urbidhar, 11. Mangla w/o Late Sh. Urbidhar expire all r/o Mohal Sakri Khas, Tehsil Baijnath, District Kangra (H.P.)

प्रतिवादीगण।

विषय.—हि० प्र० भू-राजस्व अधिनियम, 1954 की धारा 123 के अन्तर्गत भूमि खेवट नं० 298, खतौनी नं० 497, खसरा नम्बरान 330, रकबा तादादी 00-07-74 है०, वाक्या महाल Sakri Khas, तहसील बैजनाथ, जिला कांगड़ा (हि०प्र०) जमाबन्दी वर्ष 2014-2015.

प्रार्थी श्री सुशील कुमार सुपुत्र परमा नंद, महाल सकड़ी, मौजा व तहसील बैजनाथ (हि०प्र०) ने इस कार्यालय में खाता नं० 298 का दावा भूमि तकसीम दायर कर रखा है जिसमें उपरोक्त वर्णित प्रतिवादीगण दविन्द्र व विरेन्द्र कुमार के सिवाए अन्य की तामील बार-बार समन जारी करने पर नहीं हो पा रही है और न ही प्रार्थीगण को जो फौतशुदा है उनका सही पता मालूम न है प्रार्थीगण ने इनका सही पता प्राप्त होने बारे अपनी असमर्थता जताई है। अतः न्यायालय की संतुष्टि व विश्वास हेतु यह सिद्ध हो गया है कि उक्त प्रतिवादीगण की तामील साधारण ढंग से नहीं हो सकती है अतः उक्त वर्णित प्रतिवादीगण को इस इश्तहार

राजपत्र व मुस्त्री मुनादी चर्चानंगी द्वारा सूचित किया जाता है कि वह उक्त मुकद्दमा की पैरवी हेतु असालतन या वकालतन तारीख पेशी 31-05-2022 को हाजिर अदालत होकर पैरवी मुकद्दमा करें अन्यथा गैर-हाजिरी की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी आदेश पारित कर दिया जाएगा व बाद तारीख पेशी किसी किस्म का उजर या एतराज स्वीकार्य न होगा।

यह इश्तहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 13-04-2022 को जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील बैजनाथ, जिला कांगड़ा (हि० प्र०)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील बैजनाथ, जिला कांगड़ा (हि०प्र०)

मिसल नं० : 51/NT/2021

तारीख पेशी : 29-04-2022

Anil Kumar s/o Sh. Kartar Chand, Mohal Sukarn, Tehsil Baijnath, District Kangra (H.P.)
प्रार्थी।

बनाम

1. Ashok Kumar s/o Raniya, 2. Smt. Kalaan Devi w/o Sh. Gurditta, 3. Ranu s/o Shivratu,
4. Pradeep Kumar s/o Rohru, 5. Naveen Kumar s/o Rohru, all r/o Mohal Sukarna, Tehsil Baijnath,
District Kangra (H.P.) प्रतिवादीगण।

विषय.—हि० प्र० भू—राजस्व अधिनियम, 1954 की धारा 123 के अन्तर्गत भूमि खेवट नं० 147, खतौनी नं० 312,
370, खसरा नम्बरान 679/341, 681/347, 677/350 रकबा तादादी 00-23-84 है०, वाक्या महाल
Sukarna, तहसील बैजनाथ, जिला कांगड़ा (हि०प्र०) जमाबन्दी वर्ष 2016-2017.

प्रार्थी श्री अनिल कुमार सुपुत्र करतार चंद, महाल सुकारना, तहसील बैजनाथ (हि०प्र०) ने इस कार्यालय में खाता नं० 147 का दावा भूमि तकसीम दायर कर रखा है जिसमें उपरोक्त वर्णित प्रतिवादीगण 4 व 5 को बार—बार समन जारी करने पर नहीं हो पा रही है और न ही प्रार्थीगण को उनका सही पता मालूम न है प्रार्थीगण ने इनका सही पता प्राप्त होने बारा अपनी असमर्थता जताई है। अतः न्यायालय की संतुष्टि व विश्वास हेतु यह सिद्ध हो गया है कि उक्त प्रतिवादीगण की तामील साधारण ढंग से नहीं हो सकती है अतः उक्त वर्णित प्रतिवादीगण को इस इश्तहार राजपत्र व मुस्त्री मुनादी चर्चानंगी द्वारा सूचित किया जाता है कि वह उक्त मुकद्दमा की पैरवी हेतु असालतन या वकालतन तारीख पेशी 31-05-2022 को हाजिर अदालत होकर पैरवी मुकद्दमा करें अन्यथा गैरहाजिरी की सूरत में एक तरफा कार्यवाही अमल में लाई जाकर आगामी आदेश पारित कर दिया जाएगा व बाद तारीख पेशी किसी किस्म का उजर या एतराज स्वीकार्य न होगा।

यह इश्तहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 29-04-2022 को जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील बैजनाथ, जिला कांगड़ा (हि० प्र०)।

ब अदालत जनाब श्री विजय कुमार शर्मा, कार्यकारी दण्डाधिकारी, बैजनाथ, जिला कांगड़ा
(हिं0 प्र0)

किस्म मुकद्दमा : Registration of will u/s 40/41.

श्रीमती जयवन्ती पत्नी श्री सोहन सिंह, निवासी खड़ी मलां, डाकघर लोहारडी, तहसील मुलथान, जिला कांगड़ा (हिं0 प्र0)।

बनाम

आम जनता

विषय.— U/S 40,41 के तहत वसीयत पंजीकरण बारे।

उपरोक्त मुकद्दमा इस अदालत में विचाराधीन है। प्रार्थिया श्रीमती जयवन्ती पत्नी श्री सोहन सिंह, निवासी खड़ी मलां, डाकघर लोहारडी, तहसील मुलथान, जिला कांगड़ा (हिं0 प्र0) ने प्रार्थना—पत्र गुजारा है कि वह स्व0 श्री सोहन सिंह पुत्र श्री खिलकू राम पुत्र जुगतू राम की विधवा है। मेरे पति ने दिनांक 14—03—2021 को एक जुवानी वसीयत मेरे नाम पर की थी। जिसे पंजीकरण अधिनियम की धारा—40, 41 के अन्तर्गत पंजीकृत करवाना चाहती हूं।

अतः आम जनता को इस इश्तहार के माध्यम से सूचित किया जाता है कि अगर इस बारे में किसी को कोई भी उजर/एतराज हो तो वह दिनांक 31—05—2022 को तथा इससे पहले अधोहस्ताक्षरी की अदालत में असालतन या वकालतन हाजिर होकर अपना उजर/एतराज दायर कर सकता है, गैर हाजिरी की सूरत में आम जनता के विरुद्ध एकतरफा कार्यवाही अमल में लाई जायेगी तथा वसीयत बारे आगामी कार्यवाही अमल में लाई जाएगी।

आज दिनांक 25—04—2022 को मेरे हस्ताक्षर व मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित /—
(विजय कुमार शर्मा),
कार्यकारी दण्डाधिकारी,
बैजनाथ, जिला कांगड़ा (हिं0 प्र0)।

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, डाडा सीबा, जिला कांगड़ा (हिं0 प्र0)

मु0 नं0 : 6 / 2022

तारीख पेशी : 31—05—2022.

श्री गौरव कौडन्या पुत्र जुगल किशोर, निवासी गांव पधां, डाकघर वठरा, तहसील डाडा सीबा, जिला कांगड़ा (हिं0 प्र0) प्रार्थी।

बनाम

आम जनता

प्रत्यार्थीगण।

उनवान मुकद्दमा—प्रार्थना—पत्र बाबत जन्म पंजीकरण करवाने बारे।

श्री गौरव कौडन्या पुत्र जुगल किशोर, निवासी गांव पधां, डाकघर वठरा, तहसील डाडा सीबा, जिला कांगड़ा (हिं0 प्र0) ने इस आशय से न्यायालय में प्रार्थना—पत्र दिया है कि उसका जन्म दिनांक 18—07—1984

को हुआ था परन्तु अज्ञानता के कारण उसके माता-पिता निर्धारित अवधि के अन्दर उसका जन्म पंजीकरण ग्राम पंचायत वठरा में दर्ज न करवा सके थे। अब प्रार्थी ने अपना पंजीकरण दर्ज करवाने का अनुरोध किया है।

अतः इस इश्तहार मुश्त्री मुनादी/राजपत्र इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि उक्त जन्म पंजीकरण बारे कोई एतराज हो तो वह उक्त मुकदमा की पैरवी बारे दिनांक 31-05-2022 को प्रातः 10.00 बजे अदालत हजा में व्यक्तिगत रूप से अथवा किसी अधिकृत एजैन्ट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित आवें। अन्यथा गैरहाजिरी की सूरत में जन्म पंजीकरण के आदेश पारित कर दिये जायेंगे। बाद तारीख पेशी कोई उजर या एतराज काबिले गौर न होगा।

आज दिनांक 29-04-2022 को हमारे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
डाडा सीबा, जिला कांगड़ा (हि० प्र०)।

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, डाडा सीबा, जिला कांगड़ा (हि०प्र०)

मु० नं० : 7 / 2022

तारीख पेशी : 31-05-2022.

श्रीमती लीला देवी पुत्री मुन्शी राम, निवासी वैह, तहसील डाडा सीबा, जिला कांगड़ा (हि० प्र०)
प्रार्थिया।

बनाम

आम जनता

प्रत्यार्थीगण।

उनवान मुकदमा—प्रार्थना—पत्र बाबत जन्म पंजीकरण करवाने बारे।

श्रीमती लीला देवी पुत्री मुन्शी राम, निवासी वैह, तहसील डाडा सीबा, जिला कांगड़ा (हि० प्र०) ने इस आशय से न्यायालय में प्रार्थना—पत्र दिया है कि उसका जन्म दिनांक 25-04-1956 को हुआ था परन्तु अज्ञानता के कारण उसके माता-पिता निर्धारित अवधि के अन्दर उसका जन्म पंजीकरण ग्राम पंचायत वैह में दर्ज न करवा सके थे। अब प्रार्थिया ने अपना पंजीकरण दर्ज करवाने का अनुरोध किया है।

अतः इस इश्तहार मुश्त्री मुनादी/राजपत्र इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि उक्त जन्म पंजीकरण बारे कोई एतराज हो तो वह उक्त मुकदमा की पैरवी बारे दिनांक 31-05-2022 को प्रातः 10.00 बजे अदालत हजा में व्यक्तिगत रूप से अथवा किसी अधिकृत एजैन्ट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित आवें। अन्यथा गैरहाजिरी की सूरत में जन्म पंजीकरण के आदेश पारित कर दिये जायेंगे। बाद तारीख पेशी कोई उजर या एतराज काबिले गौर न होगा।

आज दिनांक 29-04-2022 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
डाडा सीबा, जिला कांगड़ा (हि० प्र०)।

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, डाडा सीबा, जिला कांगड़ा (हि०प्र०)

मु० नं० ०५/२०२२/NT

तारीख पेशी : 31-05-2022.

श्री नवीन कुमार पुत्र राम कुमार, गांव व डाकघर डाडा सीबा, तहसील डाडा सीबा, जिला कांगड़ा (हि० प्र०) प्रार्थिया ।

बनाम

आम जनता

प्रत्यार्थीगण ।

उनवान मुकदमा—प्रार्थना—पत्र बाबत जन्म पंजीकरण करवाने बारे ।

श्री नवीन कुमार पुत्र राम कुमार, गांव व डाकघर डाडा सीबा, तहसील डाडा सीबा, जिला कांगड़ा (हि० प्र०) ने इस आशय से न्यायालय में प्रार्थना—पत्र दिया है कि उसकी पुत्री मीदांशी शर्मा का जन्म दिनांक 16-05-2014 को हुआ था परन्तु अज्ञानता के कारण वह निर्धारित अवधि के अन्दर उसका जन्म पंजीकरण ग्राम पंचायत डाडा सीबा में दर्ज न करवा सका था। अब प्रार्थी ने अपनी पुत्री का पंजीकरण दर्ज करवाने का अनुरोध किया है ।

अतः इस इश्तहार मुश्त्री मुनादी/राजपत्र इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि उक्त जन्म पंजीकरण बारे कोई एतराज हो तो वह उक्त मुकदमा की पैरवी बारे दिनांक 31-05-2022 को प्रातः 10.00 बजे अदालत हजा में व्यक्तिगत रूप से अथवा किसी अधिकृत एजैन्ट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित आवें। अन्यथा गैरहाजिरी की सूरत में जन्म पंजीकरण के आदेश पारित कर दिये जायेंगे। बाद तारीख पेशी कोई उजर या एतराज काबिले गौर न होगा ।

आज दिनांक 29-04-2022 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया ।

मोहर ।

हस्ताक्षरित /—
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
डाडा सीबा, जिला कांगड़ा (हि० प्र०) ।

ब अदालत कार्यकारी दण्डाधिकारी एवं सहायक समाहर्ता द्वितीय श्रेणी, तहसील भुन्तर,
जिला कुल्लू (हि०प्र०)

केस नं० : 12-MNT/2022

दायर तिथि : 05-05-2022

1. श्री राजू उर्फ राज कुमार पुत्र श्री भाग चन्द, निवासी गांव व डाकघर जिया, तहसील भुन्तर, जिला कुल्लू (हि०प्र०) ।

2. श्रीमती हेम लता पुत्री श्री परमानन्द, निवासी गांव झीड़ी, डाकघर नगवांई, तहसील औट, जिला मण्डी (हि०प्र०) ।

बनाम

सर्वसाधारण एवं आम जनता

विषय— प्रार्थना—पत्र जेर धारा 5(4) हि० प्र० रजिस्ट्रीकरण नियम, 2004 विवाह पंजीकरण बारे ।

उपरोक्त मामला में प्रार्थीगण ने दिनांक 05-05-2022 को इस अदालत में प्रार्थना—पत्र मय शपथ पेश किये हैं कि उन्होंने दिनांक 15-10-2015 को शादी कर ली है और तब से दोनों पति—पत्नी के रूप में रहते

चले आ रहे हैं परन्तु प्रार्थीगण ने अपनी शादी का इन्द्राज सम्बन्धित ग्राम पंचायत जिया, तहसील भुन्तर, जिला कुल्लू हिं0 प्र0 में दर्ज नहीं करवाया है।

अतः सर्वसाधारण व आम जनता को इस इश्तहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त प्रार्थीगणों की शादी से सम्बन्धित ग्राम पंचायत के अभिलेख में दर्ज करने बारे एतराज हो तो वह दिनांक 31-05-2022 को सुबह 10.00 बजे या इससे पूर्व असालतन या वकालतन हाजिर अदालत आकर अपना एतराज दर्ज करवा सकता है। इसके उपरान्त कोई भी एतराज समायत न होगा तथा नियमानुसार शादी दर्ज करने के आदेश सम्बन्धित ग्राम पंचायत को पारित कर दिए जाएंगे।

आज दिनांक 11-05-2022 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
भुन्तर, जिला कुल्लू (हिं0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी एवं सहायक समाहर्ता द्वितीय श्रेणी, भुन्तर,
जिला कुल्लू (हिं0प्र0)

केस नं0 : 21-DNT / 2022

दायर तिथि : 25-04-2022

श्रीमती शर्मिला पत्नी श्री ज्ञान चन्द, निवासी गांव सरवरी बजार कुल्लू तहसील व जिला कुल्लू (हिं0प्र0)।

बनाम

सर्वसाधारण एवं आम जनता

विषय.—प्रार्थना—पत्र अधिनियम धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्रीमती शर्मिला पत्नी श्री ज्ञान चन्द, निवासी गांव सरवरी बजार कुल्लू तहसील व जिला कुल्लू (हिं0प्र0) ने इस कार्यालय में प्रार्थना—पत्र मय शपथ—पत्र दिया है कि उसके ससुर स्व0 श्री ढालु राम पुत्र श्री कातकु राम की मृत्यु दिनांक 10-10-1990 को स्थान गांव भुन्तर, डा० भुन्तर में हुई है परन्तु उनकी मृत्यु की तिथि का इन्द्राज किसी कारणवश सचिव नगर पंचायत भुन्तर, तहसील भुन्तर, जिला कुल्लू हिं0 प्र0 के अभिलेख में दर्ज न किया है।

अतः इस इश्तहार हजा द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को स्व0 श्री ढालु राम पुत्र श्री कातकु राम की मृत्यु तिथि दर्ज करवाने बारे कोई आपत्ति हो तो वह दिनांक 31-05-2022 को सुबह 10.00 बजे या इससे पूर्व असालतन या वकालतन हाजिर अदालत आकर अपना एतराज दर्ज करवा सकता है। इसके उपरान्त कोई भी एतराज समायत न होगा तथा नियमानुसार मृत्यु तिथि दर्ज करवाने के आदेश सम्बन्धित नगर पंचायत को पारित कर दिए जाएंगे।

आज दिनांक 11-05-2022 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी द्वितीय श्रेणी एवं नायब तहसीलदार,
भुन्तर, जिला कुल्लू (हिं0प्र0)।

ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी, तहसील भुन्तर,
जिला कुल्लू (हि० प्र०)

केस नं० : 07-CENT-/2022

दायर तिथि : 19-10-2020

श्री पूर्ण चन्द पुत्र श्री वीर चन्द पुत्र श्री तुलसू निवासी गांव भोसा, डाकघर दियार, तहसील भुन्तर,
जिला कुल्लू हि० प्र० प्रार्थी ।

बनाम

सर्वसाधारण एवं आम जनता

प्रत्यार्थी ।

विषय.—दरख्खास्त बराये कागजात माल में जाति की दुरुस्ती बारे।

श्री पूर्ण चन्द पुत्र श्री वीर चन्द पुत्र श्री तुलसू निवासी गांव भोसा, डाकघर दियार, तहसील भुन्तर,
जिला कुल्लू हि० प्र० द्वारा दिनांक 19-10-2020 को इस अदालत में प्रार्थना-पत्र पेश किया है कि उसकी
वाकया फाटी दियार कोठी, कोटकण्डी, तहसील भुन्तर, जिला कुल्लू हि० प्र० के राजस्व रिकार्ड में जाति
लौहार दर्ज है जबकि नकल शजरा नस्व वर्ष 2015-16 पटवारी पटवार वृत्त सोमगाड, तहसील बालीचौकी,
जिला मण्डी, हि० प्र० की रिपोर्ट, नकल जमाबन्दी वर्ष 2015-16 में प्रार्थी के पिता वीर चन्द पुत्र तुलसु पुत्र
झगड़ की जाति कोली दर्शाई गई है। पटवारी की रिपोर्ट के अनुसार प्रार्थी के पिता वीर चन्द पुत्र तुलसु पुत्र
झगड़ कोली जाति से सम्बन्ध रखता है। अब प्रार्थी अराजी हजा के इन्द्राज में अपनी जाति लौहार से दुरुस्त
करके कोली दर्ज करना चाहता है।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि यदि किसी को उपरोक्त प्रार्थी पूर्ण
चन्द पुत्र श्री वीर चन्द की जाति दुरुस्ती का इन्द्राज करने बारे कोई एतराज हो तो वह दिनांक 31-05-2022
को सुबह 10.00 बजे या इससे पूर्व असालतन या वकालतन हाजिर अदालत आकर अपना एतराज दर्ज करवा
सकता है। इसके उपरान्त कोई भी एतराज समायत न होगा तथा नियमानुसार जाति दुरुस्ती का इन्द्राज करने
के आदेश पारित कर दिए जाएंगे।

आज दिनांक 11-05-2022 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/-
नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी,
भुन्तर, जिला कुल्लू (हि०प्र०)।

ब अदालत कार्यकारी दण्डाधिकारी एवं सहायक समाहर्ता द्वितीय श्रेणी, तहसील भुन्तर,
जिला कुल्लू (हि०प्र०)

केस नं० : 14-BNT / 2022

दायर तिथि : 14-05-2022

श्री हरि सिंह पुत्र श्री साली राम, निवासी गांव नियुल, डा० नियुल, तहसील भुन्तर, जिला कुल्लू
(हि०प्र०)।

बनाम

सर्वसाधारण एवं आम जनता

विषय.—प्रार्थना-पत्र अधिनियम धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्री हरी सिंह पुत्र श्री साली राम, निवासी नियुल, डा० नियुल, तहसील भुन्तर, जिला कुल्लू (हि०प्र०) ने इस कार्यालय में प्रार्थना—पत्र मय शपथ—पत्र दिया है कि उसके पुत्र अंशुल का जन्म दिनांक 30-05-2012 को स्थान गांव नियुल, डा० नियुल, तहसील भुन्तर, जिला कुल्लू हि० प्र० में हुआ है परन्तु उसने अपने पुत्र के नाम का इन्द्राज किसी कारणवश ग्राम पंचायत नियुल, तहसील भुन्तर, जिला कुल्लू हि० प्र० के अभिलेख में दर्ज न किया है।

अतः इस इश्तहार हजा द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को अंशुल पुत्र श्री सालीराम का जन्म दर्ज करवाने बारे कोई आपत्ति हो तो वह दिनांक 31-05-2022 को सुबह 10.00 बजे या इससे पूर्व असालतन या वकालतन हाजिर अदालत आकर अपना एतराज दर्ज करवा सकता है। इसके उपरान्त कोई भी एतराज समायत न होगा तथा नियमानुसार जन्म तिथि दर्ज करवाने के आदेश सम्बन्धित ग्राम पंचायत को पारित कर दिए जाएंगे।

आज दिनांक 11-05-2022 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी द्वितीय श्रेणी एवं नायब तहसीलदार,
भुन्तर, जिला कुल्लू (हि०प्र०)।

ब अदालत कार्यकारी दण्डाधिकारी एवं सहायक समाहर्ता द्वितीय श्रेणी, भुन्तर,
जिला कुल्लू (हि०प्र०)

केस नं० : 22-DNT / 2022

दायर तिथि : 06-04-2022

श्री पन्ना लाल पुत्र श्री यान चन्द, निवासी गांव सीस, डा० ठेला, तहसील भुन्तर, जिला कुल्लू (हि०प्र०)।

बनाम

सर्वसाधारण एवं आम जनता

विषय.—प्रार्थना—पत्र अधिनियम धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्री पन्ना लाल पुत्र श्री यान चन्द, निवासी गांव सीस, डा० ठेला, तहसील भुन्तर, जिला कुल्लू (हि०प्र०) ने इस कार्यालय में प्रार्थना—पत्र मय शपथ—पत्र दिया है कि उसके भाई स्व० श्री वाले राम पुत्र श्री यान चन्द की मृत्यु दिनांक 06-01-1991 को स्थान गांव सीस, डा० ठेला में हुई है परन्तु उनकी मृत्यु की तिथि का इन्द्राज किसी कारणवश सचिव ग्राम पंचायत ज्येष्ठा, तहसील भुन्तर, जिला कुल्लू हि० प्र० के अभिलेख में दर्ज न किया है।

अतः इस इश्तहार हजा द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को स्व० श्री वाले राम पुत्र श्री यान चन्द की मृत्यु तिथि दर्ज करवाने बारे कोई आपत्ति हो तो वह दिनांक 31-05-2022 को सुबह 10.00 बजे या इससे पूर्व असालतन या वकालतन हाजिर अदालत आकर अपना एतराज दर्ज करवा सकता है। इसके उपरान्त कोई भी एतराज समायत न होगा तथा नियमानुसार मृत्यु तिथि दर्ज करवाने के आदेश सम्बन्धित ग्राम पंचायत को पारित कर दिए जाएंगे।

आज दिनांक 11-05-2022 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी द्वितीय श्रेणी एवं नायब तहसीलदार,
भुन्तर, जिला कुल्लू (हि०प्र०)।

In the Court of Executive Magistrate (Tehsildar) Baddi, District Solan (H.P.)

Case No. :10 /2022.

Date of Institution : 30-04-2022

Sh. Bhag Singh s/o Late Shri Chamba Ram, r/o Vill. Nichli Sandholi, P.O. Haripur Sandholi, Tehsil Baddi, District Solan, Himachal Pradesh.

Versus

General Public through : Gram Panchayat Haripur Sandholi, Tehsil Baddi, District Solan (H.P.).

Application under section 13(3) of H.P. Birth and Death Registration Act, 1969.

Sh. Bhag Singh s/o Late Shri Chamba Ram, r/o Vill. Nichli Sandholi, P.O. Haripur Sandholi, Tehsil Baddi, District Solan, Himachal Pradesh has filed an application under section 13(3) of the Birth & Death Registration Act, 1969 stating therein that his daughter Sarabjit Kaur was born on dated 18-02-1981 at Nichli Sandholi, P.O. Haripur Sandholi, Tehsil Baddi, District Solan, Himachal Pradesh but her birth could not be registered in the Gram Panchayat Haripur Sandholi, Tehsil Baddi, District Solan (H.P.) within stipulated period. He prayed for passing necessary orders to the Registrar, Birth & Death, G. P. Haripur Sandholi, Tehsil Baddi, District Solan (H.P.) for entering the same.

Therefore, by this proclamation, the general public is hereby informed that any person having objection regarding registering the birth of Sarabjit Kaur d/o Sh. Bhag Singh and Smt. Kailash Rani may file his objection in this court on or before 30-05-2022, failing which no objection shall be entertained.

Given under my hand and seal on this 2022

Seal.

Sd/-,

*Executive Magistrate (Tehsildar),
Baddi, District Solan (H.P.).*

In the Court of Executive Magistrate (Tehsildar) Baddi, District Solan (H.P.)

Case No. : 08 /2022.

Date of Institution : 30-04-2022

Sh. Surinder Singh s/o Late Shri Jagga Rama, r/o Vill. Billanwali Labana, Ward No. 9, P.O. Baddi, Tehsil Baddi, District Solan, Himachal Pradesh.

Versus

General Public through : M. C. Baddi, Tehsil Baddi, District Solan (H.P.).

Application under section 13(3) of H.P. Birth and Death Registration Act, 1969.

Sh. Surinder Singh s/o Late Shri Jagga Rama, r/o Vill. Billanwali Labana, Ward No. 9, P.O. Baddi, Tehsil Baddi, District Solan, Himachal Pradesh has filed an application under section 13(3) of the Birth & Death Registration Act, 1969 stating therein that his daughter Amandeep Kaur

was born on dated 04-03-1990 at Billanwali Labana, Ward No. 9, P.O. Baddi, Tehsil Baddi, District Solan, Himachal Pradesh but her birth could not be registered in the M. C. Baddi, Tehsil Baddi, District Solan (H.P.) within stipulated period. He prayed for passing necessary orders to the Registrar, Birth & Death M. C. Baddi, Tehsil Baddi, District Solan (H.P.) for entering the same.

Therefore, by this proclamation, the general public is hereby informed that any person having objection regarding registering the birth of Amandeep Kaur d/o Sh. Surinder Singh and Smt. Satya Devi may file his objection in this court on or before 30-05-2022, failing which no objection shall be entertained.

Given under my hand and seal on this 2022

Seal.

Sd/-,
*Executive Magistrate (Tehsildar),
 Baddi, District Solan (H.P.).*

In the Court of Executive Magistrate (Tehsildar) Baddi, District Solan (H.P.)

Case No. : 09 /2022.

Date of Institution : 30-04-2022

Sh. Karnail Singh s/o Late Shri Chamba Ram, r/o Vill. Sandholi, P.O. Haripur Sandholi, Tehsil Baddi, District Solan, Himachal Pradesh.

Versus

General Public through : Gram Panchayat Haripur Sandholi, Tehsil Baddi, District Solan (H.P.).

Application under section 13(3) of H.P. Birth and Death Registration Act, 1969.

Sh. Karnail Singh s/o Late Shri Chamba Ram, r/o Vill. Sandholi, P.O. Haripur Sandholi, Tehsil Baddi, District Solan, Himachal Pradesh has filed an application under section 13(3) of the Birth & Death Registration Act, 1969 stating therein that his son Dharamveer Singh was born on dated 15-05-1985 at Vill. Sandholi, P.O. Haripur Sandholi, Tehsil Baddi, District Solan, Himachal Pradesh but his birth could not be registered in the Gram Panchayat Haripur Sandholi, Tehsil Baddi, District Solan (H.P.). within stipulated period. He prayed for passing necessary orders to the Registrar , Birth & Death Gram Panchayat Haripur Sandholi, Tehsil Baddi, District Solan (H.P.). for entering the same.

Therefore, by this proclamation, the general public is hereby informed that any person having objection regarding registering the birth of Sh. Dharamveer Singh s/o Sh. Karnail Singh and Smt. Karishna Devi may file his objection in this court on or before 30-05-2022, failing which no objection shall be entertained.

Given under my hand and seal on this 2022

Seal.

Sd/-,
*Executive Magistrate (Tehsildar),
 Baddi, District Solan (H.P.).*

**In the Court of Sh. Vivek Sharma, HPAS, Marriage Officer-cum-Sub Divisional Magistrate,
Solan, Tehsil & District Solan (H.P.)**

Notice under section 16 of Special Marriage Act.

Whereas, Sh. Rajat Kumar Mudgal s/o Sh. Dinesh Kumar Sharma, r/o Bhagotiyon Ka Mohalla, V.P.O. Pragpura, Tehsil Kotputli, District Jaipur (Rajasthan) and Smt. Arushi Aggarwal d/o Sh. Naveen Aggarwal, r/o C.M. Seeds Farm, Ram Bazar, Tehsil & District Solan (H.P.) have filed application for the registration of their marriage which was solemnized on 18-07-2021, and they have been living as husband and wife ever since then.

Notices are given to all concerned and General Public to this effect if anybody has got any objection regarding the registration of marriage duly solemnized between above said, Sh. Rajat Kumar Mudgal s/o Sh. Dinesh Kumar Sharma, r/o Bhagotiyon Ka Mohalla, V.P.O. Pragpura, Tehsil Kotputli, District Jaipur (Rajasthan) and Smt. Arushi Aggarwal d/o Sh. Naveen Aggarwal, r/o C.M. Seeds Farm, Ram Bazar, Tehsil & District Solan (H.P.) they should file their written objections and should appear personally or through their authorized agents before me within a period of thirty days from the date of issue of this notice. After expiry of the said period, the marriage certificate would be issued to the applicants by this court and later on no objection will be heard and accepted.

Issued under my hand and seal of the court on this 04th day of May, 2022.

Seal.

VIVEK SHARMA, HPAS,
*Marriage Officer-cum-
Sub-Divisional Magistrate,
Solan, District Solan (H. P.).*

**In the Court of Sh. Vivek Sharma, HPAS, Marriage Officer-cum-Sub Divisional Magistrate,
Solan, Tehsil & District Solan (H.P.)**

Notice under section 16 of Special Marriage Act.

Whereas, Sh. Ankur Bhatia s/o Late Sh. Ravinder Kumar Bhatia r/o Ram Kuti, Dang Complex, Top Floor, Rajgarh Road Solan, Tehsil & District Solan (H.P.) and Smt. Sunita Bhatia d/o Late Sh. Vijay Jumar Jhamb, r/o Ashok Vihar Gate No. 1, Phirni Road Razilka, P.B. have filed application for the registration of their marriage which was solemnized on 02-10-2006, and they have been living as husband and wife ever since then.

Notices are given to all concerned and General Public to this effect if anybody has got any objection regarding the registration of marriage duly solemnized between above said Sh. Ankur Bhatia s/o Late Sh. Ravinder Kumar Bhatia, r/o Ram Kuti, Dang Complex, Top Floor, Rajgarh Road, Solan, Tehsil & District Solan (H.P.) and Smt. Sunita Bhatia d/o Late Sh. Vijay Jumar Jhamb, r/o Ashok Vihar Gate No. 1, Phirni Road Razilka, P.B. they should file their written objections and should appear personally or through their authorized agents before me within a period of thirty days from the date of issue of this notice. After expiry of the said period, the marriage certificate would be issued to the applicants by this court and later on no objection will be heard and accepted.

Issued under my hand and seal of the court on this 28th day of April, 2022.

Seal.

VIVEK SHARMA, HPAS,
*Marriage Officer-cum-Sub-Divisional Magistrate,
Solan, District Solan (H. P.).*

In the Court of Sh. Vivek Sharma, HPAS, Marriage Officer-cum-Sub Divisional Magistrate, Solan, Tehsil & District Solan (H.P.)

Notice under section 16 of Special Marriage Act.

Whereas, Sh. Harsh Thakur s/o Late Sh. Chaman Lal Thakur, r/o Ruchika Apartments, Flat No. 4, Phase-1, Circular Road, Ward No. 6, Solan (H.P.) and Smt. Reena Thakur d/o Sh. Himmat Kumar, r/o Village Bakhrai, P.O. Malayna, Tehsil & District Shamla (H.P.) have filed application for the registration of their marriage which was solemnized on 06-05-2013, and they have been living as husband and wife ever since then.

Notices are given to all concerned and General Public to this effect if anybody has got any objection regarding the registration of marriage duly solemnized between above said Sh. Harsh Thakur s/o Late Sh. Chaman Lal Thakur, r/o Ruchika Apartments, Flat No. 4, Phase-1, Circular Road, Ward No. 6, Solan (H.P.) and Smt. Reena Thakur d/o Sh. Himmat Kumar, r/o Village Bakhrai, P.O. Malayna, Tehsil & District Shamla (H.P.) they should file their written objections and should appear personally or through their authorized agents before me within a period of thirty days from the date of issue of this notice. After expiry of the said period, the marriage certificate would be issued to the applicants by this court and later on no objection will be heard and accepted.

Issued under my hand and seal of the court on this 02nd day of May, 2022.

Seal.

VIVEK SHARMA, HPAS,
*Marriage Officer-cum-Sub-Divisional Magistrate,
Solan, District Solan (H. P.).*

In the Court of Sh. Vivek Sharma, HPAS, Marriage Officer-cum-Sub Divisional Magistrate, Solan, Tehsil & District Solan (H.P.)

Notice under section 16 of Special Marriage Act.

Whereas, Sh. Rahul Thakur s/o Sh. Balbir Singh Thakur, r/o Village Anhech (69/819), P.O. Dagshai, Tehsil and District Solan (H.P.) and Smt. Tanuja d/o Sh. Om Prakash Verma and w/o Sh. Rahul Thakur, r/o Gusan Road, Near Government Middle School Mehli, Kasumpati Shimla (H.P.) at present r/o Village Anhech, P.O. Dagshai, Tehsil & District Solan (H.P.) have filed application for the registration of their marriage which was solemnized on 08-10-2021, and they have been living as husband and wife ever since then.

Notices are given to all concerned and General Public to this effect if anybody has got any objection regarding the registration of marriage duly solemnized between above said Sh. Rahul Thakur s/o Sh. Balbir Singh Thakur, r/o Village Anhech (69/819), P.O. Dagshai, Tehsil and District Solan (H.P.) and Smt. Tanuja d/o Sh. Om Prakash Verma and w/o Sh. Rahul Thakur, r/o Gusan Road, Near Government Middle School Mehli, Kasumpati Shimla (H.P.) at present r/o Village Anhech, P.O. Dagshai, Tehsil & District Solan (H.P.) they should file their written objections and should appear personally or through their authorized agents before me within a period of thirty days from the date of issue of this notice. After expiry of the said period, the marriage certificate would be issued to the applicants by this court and later on no objection will be heard and accepted.

Issued under my hand and seal of the court on this 28th day of April, 2022.

Seal.

VIVEK SHARMA, HPAS,
*Marriage Officer-cum-
 Sub-Divisional Magistrate,
 Solan, District Solan (H. P.).*